Mayor:

Dan Roe

Councilmembers:

Jason Etten Wayne Groff Robin Schroeder Julie Strahan



City Council Agenda Monday, February 27, 2023 6:00 p.m.

Members of the public who wish speak during public comment or an agenda item during this meeting can do so virtually by registering at:

www.cityofroseville.com/attendmeeting

Address:

2660 Civic Center Dr. Roseville, MN 55113

Phone:

651 - 792 - 7000

Website:

www.cityofroseville.com

- 6:00 P.M. Roll Call Voting & Seating Order: Etten, Schroeder, Groff, Strahan, and Roe
- 2. 6:01 P.M. Pledge of Allegiance
- 3. 6:02 P.M. Approve Agenda
- 4. 6:03 P.M. Public Comment
- 5. 6:08 P.M. Recognitions and Donations
- 5.A. Women's History Month Proclamation

Documents:

PROCLAMATION.PDF

5.B. Accept Donation of Public Art Piece to the Harriet Alexander Nature Center

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

- 6. 6:15 P.M. Items Removed from Consent Agenda
- 7. Business Items
- 7.A. 6:20 P.M. Presentation by Nine North Executive Director Jeff Ongstad

 Documents:

PRESENTATION.PDF

7.B. 6:40 P.M. Consider Awarding Contract for a City-Wide Classification and Compensation Study

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF

7.C. 7:00 P.M. Consider Entering into the Fencing Consortium Joint Powers Agreement

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

- 8. Council Direction on Councilmember Initiated Agenda Items
- 9. 7:20 P.M. Approval of City Council Minutes
 Approve City Council Minutes from January 30, 2023
- 10. 7:25 P.M. Approve Consent Agenda
- 10.A. Approve Payments

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

10.B. Approval of 1Temporary Liquor License, and 2 Temporary Gambling Permits

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

10.C. Approve General Purchases and Sale of Surplus Items in Excess of \$10,000

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

10.D. Certify Unpaid Utility and Other Charges to the Property Tax Rolls Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

10.E. Approve 2210 Terminal Road Easement Agreement

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

10.F. Adopt a Resolution approving a Conditional Use to allow a parking lot as a principal use at 2373 and 2395 County Road C2

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

10.G. Approve 2023 Pathways to Policing Grant Application

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF

10.H. Authorize the Mayor and City Manager to execute a Professional Services Agreement with the St. Paul Area Chamber of Commerce and a Cooperative Funding Agreement with the cities of Maplewood and St. Paul regarding continued funding of the Rice & Larpenteur Alliance

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

10.I. Approve July 4th Fireworks Display Agreement

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF

10.J. Approve Partnership with People Incorporated to Expand Mental Health Services

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF

- 11. 7:30 P.M. Future Agenda Review, Communications, Reports, and Announcements Council and City Manager
- 12. 7:35 P.M. Adjourn



Women's History Month March 2023

Whereas: Throughout history, extraordinary women have made significant contributions to the growth and strength of our city, state, and nation in countless ways; and

Whereas: Through leadership, innovation, and ingenuity, generations of women have made significant contributions in science, medicine, technology, business, politics, entrepreneurship, and culture; and

Whereas: Women have been leaders in securing their own rights of suffrage and equal opportunity; and in the abolitionist, emancipation, industrial labor, civil rights, and peace movements, creating a more fair and just society for all; and

Whereas: Whether serving in elected positions across America, leading groundbreaking civil rights movements, venturing into unknown frontiers, or programming revolutionary technologies, generations of women that knew their gender was no obstacle to what they could accomplish have long stirred new ideas and opened new doors, having a profound and positive impact on our community.

Whereas: Despite their contributions, the role of women in history has been consistently overlooked and undervalued in literature, education, science, and culture; and

Whereas: This month, we celebrate countless pioneering women and their victories, and we continue our work to build a society where our daughters have the same possibilities as our sons.

Now, Therefore Be It Resolved, that the City Council hereby declares March 2023, to be Women's History Month in the City of Roseville.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this 27th day of February, 2023.

Mayor Daniel J. Roe	

REQUEST FOR COUNCIL ACTION

Date: February 27, 2023 Item No.: 5.b

Department Approval

City Manager Approval

letth 2. John

Item Description: Accept Donation of Public Art Piece to the Harriet Alexander Nature Center

BACKGROUND

- 2 Over the years the City of Roseville has received many donations from citizens, program participants
- and affiliated groups. These gifts have been in the form of both materials and monies. When staff is
- 4 notified of a potential donation, they first make a determination of whether to recommend acceptance
- based on the suitability of the item for the city. An acceptance request is then forwarded to the City
- 6 Council.
- 7 In recent months, staff have been made aware of one such potential substantial donation. Long-time
- 8 Harriet Alexander Nature Center (HANC) volunteers John and Kris Robertson-Smith, working with
- 9 the Friends of Roseville Parks, have expressed interest in making a donation of a public art piece to
- HANC grounds of up to \$70,000 in value.
- The Robertson-Smiths are proposing to commission mosaic artist Lori Greene to design and
- construct a public art piece on the grounds of the Nature Center with the explicit goal of adding
- beauty to HANC and driving new traffic to the space. Ms. Greene is a widely respected community
- and public artist who has successfully completed a number of significant public art projects in the
- Twin Cities area including works for the City of St. Louis Park, the Minneapolis-St. Paul Airport, a
- number of parks in the area, and a project with the Roseville Library. Ms. Greene brings a strong
- focus on public engagement and community involvement to her work (Attachment A).
- Ms. Greene is tentatively proposing the installation of three cairns near the Nature Center. Sample
- cairns that Ms. Greene has created in other communities can be found in Attachment B. However,
- because Ms. Greene has not yet been hired to complete the work or completed any engagement for
- 21 the project, any concepts are extremely preliminary.
- 22 It should be noted that the City of Roseville does not currently have a Public Art Master Plan, so
- decisions about public art are largely made by staff on a case by case basis. One recent example of a
- similar decision is the acceptance of three roses as part of the Roseville In Bloom program in 2021.
- 25 There are still many details to be worked out on this potential project, but many of them cannot be
- 26 addressed until the City accepts the donation and Ms. Greene's services are secured to begin her
- 27 process.
- Ms. Greene attended the Parks and Recreation Commission on February 7, 2023 (Attachment D) to

discuss some design ideas and her potential process. The PRC officially recommended that staff move forward with the project as outlined

POLICY OBJECTIVE

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According to the Americans for the Arts Public Art Council, "Cities gain economic, cultural and social value from public art." In addition to the public art value, the proposed piece is being donated with the explicit purpose of drawing more residents to the Harriet Alexander Nature Center, which in turn, will expose them to the numerous documented health and wellness benefits derived from connections to natural spaces.

The proposed project is consistent with the City policy of effectively using non-City funds to enhance or further develop City facilities.

BUDGET IMPLICATIONS

All funds for the project would be donated as outlined above. City staff time will be contributed to management of the project.

RACIAL EQUITY IMPACT SUMMARY

- Lori Greene is a multiracial (African American, Native American-Mississippi band of Choctaw, and
- Caucasian) who brings a unique voice and perspective to public art. Lori has a strong history of
- ensuring that historically underrepresented populations are engaged in her process and represented in
- 47 the art that she creates, which will assist her in ensuring that underrepresented voices are part of the
- 48 process in Roseville.

STAFF RECOMMENDATION

Based on the policy objective, the recommendation of the Parks and Recreation commission and staff analysis, staff recommend a motion to accept the donation as outlined above.

REQUESTED COUNCIL ACTION

Motion to accept the donation of a public art project at the Harriet Alexander Nature Center, as outlined above.

Prepared by: Matthew Johnson, Parks and Recreation Director

Attachments: A: Lori Greene Biography

B: Sample Public Art Piece by Lori Greene from Other CommunitiesC: Preliminary Concept for Carnes at Harriet Alexander Nature Center

D: DRAFT Parks and Recreation Commission Meeting Minutes, February 7, 2023







MEET THE ARTIST

Lori Greene

Mosaic artist and sculptor, Lori Greene, identifies as a community and public artist. She works with and for the community, and has over twenty years of experience making outdoor public art mosaics. Lori is well-known for creating pieces about healing and recovering from trauma. She believes the process of making art is healing, and she believes there is power in working together to create a work of art and see it through to the finished piece. She works with intention, with an open heart, and with love. Her process involves listening, feeling, researching, and of course the building of the mosaic. It is a long process, but it is a labor of love.

As a multiracial (African American, Native American- Mississippi band of Choctaw, and Caucasian) woman, Lori brings a unique voice and perspective to public art that has not always been represented. Her identity as a woman of color is very visible in her work, as demonstrated through the narratives of her pieces and the people who are represented in them. Lori's work is bold, colorful, and unapologetic. Patterns, symbols, and motifs reflecting her intersecting cultural identities interweave themselves throughout her works like a visual language. Within them lies stories of survival, interconnection, resilience, and a deep connection to the ancestors. Through Lori's artistic process she works to honor the legacies of BIPOC people and decolonize our relationship to mother nature. Made with love, her works serve as prayers for a future of justice, perseverance, and intergenerational healing.















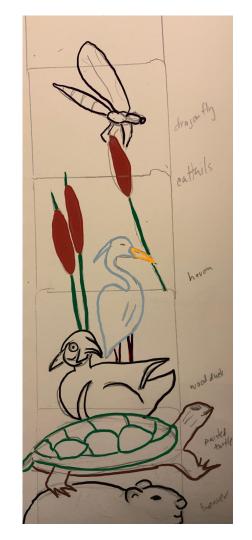




Attachment B









1		ROSEVILLE PARKS AND RECREATION COMMISSION
2		MEETING MINUTES FOR
3		FEBRUARY 7, 2023 6:30 p.m.
4		
5	PRESENT:	Arneson, Baggenstoss, Boulton, Brown, Dahlstrom, Hoag, Matts-Benson,
6		Ybarra
7	ABSENT:	Lenhart
8	STAFF:	Anderson, Johnson
9		
10	1) INTRODUCTI	ONS
11		
12	2) ROLL CALL/P	PUBLIC COMMENT
13		
14	Roll	Call Commissioners: Arneson, Baggenstoss, Boulton, Brown, Dahlstrom, Matts-
15	Bense	on, Ybarra.
16		
17	Staff noted that '	Vice-Chair Hoag was present via Zoom. However, he was having technical
18	difficulties and r	ot able to speak via the microphone at this time.
19		
20	Chair Dahlstrom	called for public comment by members of the audience. No audience members
21	indicated they w	ish to speak.
22		
23	3) APPROVAL O	F MINUTES – JANUARY 3, 2022 MEETING
24		
25	Com	missioner Brown moved to approve the minutes. Commissioner Arneson seconded.
26		
27	Roll	Call
28	Ayes	: Arneson, Baggenstoss, Boulton, Brown, Dahlstrom, Matts-Benson, Ybarra.
29	•	: None.
30	Absta	ain: None.
31		
32		SIBLE ART PIECE DONATION FOR THE HARRIET ALEXANDER
33	NATURE CEN	
34	•	n contacted by a perspective donor who is interested in making a substantial
35		public art piece for the Harriet Alexander Nature Center. Specifically, the donor is
36		tributing an art piece that highlights the nature center and draws more people into
37	· · · · · · · · · · · · · · · · · · ·	donor is interested in commissioning a piece by Lori Greene, a mosaic artist who
38		mmunity and public artist. Lori has completed several successful pieces in Roseville
39	including at the	Roseville Library.
40		

41 42	Lori is a multicultural woman and she brings a unique perspective that is not always seen in public art projects. In addition, she has a strong focus on public engagement and community involvement in
43	her projects.
44	
45	Staff relayed that currently there is not a Public Art Master Plan and noted that it may be worthwhile
46	to address this in the future.
47	
48 49	Lori was available at the meeting and provided the Commission with pictures of previous public art pieces that she has created. The art medium that she utilizes is mosaic tiles. She shared that her idea
50	for the Harriet Alexander Nature Center would be three sculptural forms. Each form would represent
51	the (past and present) flora and fauna of either the wetlands, forest or prairie.
52	
53 54	Commissioner Arneson asked if the tiles are ceramic and where they are made. Lori responded that they are high-fire ceramic tiles made primarily in Italy, Portugal and Germany.
55	they are high the certaine thes made primarily in reary, I ortugal and Germany.
56	Lori relayed that she anticipates the size of the sculptural forms will be approximately 15 feet high
57	and three feet wide.
58	
59	Staff added that the original concept for placement of the forms was to have them visible from the
60	parking lot.
61	
62	Lori discussed possible community outreach options, including; public meetings, surveys,
63	demonstrations, etc.
64	
65	Commissioner Brown asked the timeline to complete a project like this. Lori relayed she would
66	anticipate it taking 6-12 months.
67	
68	The Commission discussed how exciting the project is and that they like the concept that Lori
69	presented.
70	
71	Commissioners Bolton and Ybarra shared that they would like to see the art pieces throughout the
72	Nature Center property and not just near the parking lot.
73	
74	In addition to the proposed art piece, the city has received another donation related to additional
75	signage at the Harriet Alexander Nature Center. Staff shared that the signs will help direct people to
76	the nature center and will work to remedy any confusion between the nature center and Wildlife
77	Rehabilitation Center. The Commissioner reviewed the potential concept drawings for the signs and
78	discussed how the two proposed projects could interrelate.
79	
80	Commissioner Hoag relayed that he would include the Parks and Recreation logo to the signage.

81	Commissioner Bolton shared that he thinks a map on the signs would potentially be helpful.	
82		
83	Commissioner Matts-Benson asked if there will ever be sidewalks placed on the east side of Dale St.	
84	in front of the nature center. Staff responded that they would need to review the Pathways Master	
85	Plan to answer definitively. However, they don't believe that there will be pathways added on the	
86	east side of Dale St.	
87		
88	Commissioner Baggenstoss recommended that the signage not be modeled after the art piece as the	
89	art should be viewed separately.	
90		
91	Commissioner Matts-Benson moved to accept the donation for a public art piece at the	
92	Harriet Alexander Nature Center created by artist, Lori Greene. Commissioner Brown	
93	seconded.	
94		
95	Roll Call	
96	Ayes: Arneson, Baggenstoss, Boulton, Brown, Dahlstrom, Hoag, Matts-Benson, Ybarra.	
97	Nays: None.	
98	Abstain: None.	
99		
100 101	5) DEBRIEF REGARDING JOINT MEETING WITH CITY COUNCIL	
102	Staff gave a brief review of the joint meeting between the City Council and Parks and Recreation	
102	Commission. As the City Council approved the name change of Pocahontas Park to Keya Park staff	
103	provided a potential name change transition plan:	
105	provided a potential name change transition plan.	
106	Keya Park Transition	
107	 Updated websites/News release 	
107	Playground engagement:	
109	Three meetings in March/April	
110	 Likely September/October neighborhood build 	
111	 Completed a few weeks after 	
112	• Park sign	
113	 Interpretive signage 	
114	Including Dakota consultation	
115	Land acknowledgement	
116	-	
117	• Transition complete end of 2023	
117	Staff also discussed the Campus Master Plan and what impacts it may have on Parks and Pograption	
119	Staff also discussed the Campus Master Plan and what impacts it may have on Parks and Recreation. Staff noted that the Commission will need to work through specific tengible entires to account for	
120	Staff noted that the Commission will need to work through specific tangible options to account for any lost space.	
120	arry rost space.	



Fact Sheet

Roseville City Council Meeting 2/27/2023

6 General Information

- **8** Roseville is part of a 9 City Joint Powers Agreement in the northern suburbs.
- This JPA operates the North Suburban Communications Commission and the North Suburban Access Corporation.
- The NSCC handles such matters as Cable Franchise Renewal, Cable Complaints, and Cable Franchise Oversite.
- **b** The NSCC is funded by a portion of each city's Cable Franchise Fees.
- The NSAC handles the production of programs, meetings, videos, and distribution of that content.
- **b** The NSAC is funded by Cable PEG fees as well as earned income.
- **The NSAC, formally known at CTV, now does business as NineNorth.**
- **b** Both are governed by the same board with an appointed member from each city.
- **b** Your member is Mayor Dan Roe.
- **b** Both also have the same Executive Director, Jeff Ongstad.
- **The NineNorth Studios are located in Roseville at 2670 Arthur Road.**
- NineNorth's website is www.ninenorth.org.

NineNorth and Roseville

- NineNorth airs over a thousand hours of local programming per year.
- Of that number, 260 are directly focused on Roseville.
- NineNorth provides production of all Roseville City Meetings. This totaled 93 meetings in 2022 alone.
- **b** We also cover major Roseville events such as the Rose Parade, Rosefest festivities, Earth Day, Tapped & Uncorked, and numerous other events.
- **b** We produce Candidate Forums for Roseville Mayor and Council races, along with applicable State House and Senate races.

- **b** We offer Candidate Speakouts, where candidates can let their views be known.
- In a special partnership with Roseville High School, we've aired over 120 hours of local high school sports, concerts, and events this year.
 - In 2018, we sold our second production truck for just \$1,000 to Roseville High School, which they outfitted with their own equipment, but we continue to partner with them, supplying technical expertise and program distribution.
- NineNorth also does facility assessments for Roseville facilities, offering suggestions on equipment upgrades and facility efficiency.

2023 and Beyond

- As part of the Cable Franchise Agreement, we will be upgrading Roseville's Government Channel to HD.
 - Everything is already produced in HD, so there will be no additional expense.
 - **b** Channel placement will be up in the HD range for much better placement then it currently has.
 - We anticipate this launching in late May.
- As part of NineNorth's Objectives and Goals for 2023, we are anticipating doubling our coverage of community and civic events for Roseville and the other member cities.
 - We are hiring an additional producer and converting a part-time position to full-time.
 - We are making a commitment to tell more of the stories of Roseville and the people who live here.
 - We're creating weekly and monthly showcase franchises to highlight the uniqueness and accomplishments of your citizens.
 - We will continue to be a partner and resource for the City of Roseville to tell your stories and help inform your citizens.



Date: February 27, 2023 Item No.: 7.b

Department Approval

City Manager Approval

Item Description:

Consider Awarding Contract for a City-Wide Classification and

Compensation Study

BACKGROUND

As part of the 2023 budget process, Council set aside funds to hire a consultant to conduct a city-wide classification and compensation study. Staff solicited proposals from qualified firms and received a total of seven (7) responses.

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Classification and compensation studies review internal equity (pay relationships between positions) and external competitiveness (pay relationships with labor market competitors). This helps achieve human resource objectives such as employee recruitment and retention. Classification and compensation plans group positions on the basis of a uniform criteria. It then allocates positions to salary grades that reflect their relative worth to the organization. A properly designed and maintained classification and compensation plan allows an organization to:

- Receive fewer requests for reclassifications
- Receive fewer pay inequities and remain in compliance with Minnesota Pay Equity laws
- Establish position qualifications for recruitment and selection
- Establish a basis to evaluate work performance
- Remain competitive in the job market

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The City of Roseville last conducted a classification and compensation study in 2012. Industry standards recommend conducting a review of the overall salary structure every 3-5 years to determine whether the structure is still aligned with the city's needs and labor market. Over the past decade, job duties have gradually shifted, there have been changes in organizational relationships and responsibilities, and skills and qualifications for positions have also changed either to reflect new mandates or changing duties and responsibilities. A classification and compensation study includes new job descriptions, position evaluation tools and a market competitive wage and salary structure.

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It is anticipated that the study will be completed prior to Council receiving the 2024 City Manager recommended budget which would incorporate any potential cost to implement the new classification and compensation plan. In addition, as part of this process, job descriptions will be updated and a new classification system implemented.

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After reviewing proposals and conducting interviews, staff recommends entering into a contract with Abdo given their experience, cost as well as their understanding of and ability to mitigate equity impacts within a new job classification system.

POLICY OBJECTIVE

 The city's mission is to provide ethical, efficient, and responsive local government, in support of community aspirations, guided by policies of the City Council, and implemented by professional staff, to ensure that Roseville remains strong, vibrant, and sustainable for current and future generations. Additionally, the City adopted a Strategic Racial Equity Action Plan that includes high-impact areas in which to make measurable improvements, including diversifying the city's workforce to mirror the population we serve.

The objective is to implement a compensation and classification program that will enhance employee engagement and satisfaction and to attract and retain a diverse and highly qualified workforce.

BUDGET IMPLICATIONS

The cost of the recommended firm's proposal is \$56,700. This is broken down into the following components:

Service	Cost
Compensation study & market analysis	\$8,500
Establish Compensation system	\$6,000
Implementation Analysis & strategy	\$3,300
Pay Equity testing	\$2,100
Final Documents	\$6,900
Training	\$2,200
Formal Position Reclass & Review policy	\$2,700
Review and Update Job descriptions (Option #1 on Addendum)	\$25,000
TOTAL	\$56,700

This includes a market assessment, pay plan development, and drafting new job descriptions. The 2023 budget has funds allocated to fully cover the proposed cost.

RACIAL EQUITY IMPACT SUMMARY

There would be a positive equity impact by completing a Compensation and Classification Study. As we strive to diversify the candidate pool for all vacancies and ultimately increase diversity of new hires, this study would better position the City to update job descriptions and more accurately reflect necessary knowledge, skills, and abilities of job roles. The ability to expand applicant pools and tap into the lived experiences and skills of traditionally underrepresented communities is critical to the city remaining competitive in the job market and meeting the needs of an increasingly diverse community.

Below is data from an article published in August, 2020 by the Society of Human Resource

Management.

Many employers require a college degree for positions that don't necessarily need a candidate to have spent four or more years—and tens of thousands of dollars—attending college. Because Black job candidates are less likely to hold a degree than white applicants, degree requirements can keep skilled and talented workers out of certain positions, which lowers their earning potential and makes creating diversified and inclusive workplaces more difficult for companies."

Research published in 2017 by the Harvard Business School shows that <u>degree inflation in job postings is pervasive</u>. Sixty-seven percent of postings for new production supervisors in 2015 included college-degree requirements, though only 16 percent of existing production supervisors had bachelor's degrees.

Requiring a bachelor's degree "has a disparate impact on Black Americans," Blair and Ahmed said. They noted that among workers over age 25, <u>U.S. census data shows</u>:

• 40 percent of white adults hold at least a bachelor's degree.

• 26 percent of Black adults have a bachelor's degree or higher.

Research findings that Blair, Ahmed and their colleagues published in March found that 16 million U.S. workers with only a high school diploma have the skills for high-wage work, based on the skill profile of their current jobs. However, 11 million of them are currently employed in low-wage or middle-wage work.

The city's current compensation system assigns points to various criteria in order to determine the position's relative value to the organization and determine a hierarchy in the pay structure. Currently our system weighs formal education heavily which has hindered the city's ability to hire candidates with less traditional skill development and experience.

STAFF RECOMMENDATION

S 92 **S**

Staff and the City Manager reviewed proposals and interviewed the top two firms. Based on feedback and interviews, staff is recommending that Council authorize the City Manager to enter into a Professional Services Agreement with Abdo to conduct a classification and compensation study in the amount of \$56,700.

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REQUESTED COUNCIL ACTION

By motion, authorize the City Manager to enter into a Professional Services Agreement with Abdo to conduct a classification and compensation study in the amount of \$56,700.

Prepared by: Rebecca Olson, Assistant City Manager Attachments: A: Abdo proposal and Addendum





Proposed by

Leah Davis, CPA

Partner | Abdo

leah.davis@abdosolutions.com

P 507.524.2347

February 03, 2023

SERVICE PROPOSAL FOR

City of Roseville

2660 Civic Center Drive, Roseville, Minnesota 55113

abdosolutions.com | Mankato, MN - Edina, MN - Scottsdale, AZ



Executive Summary

Rebecca Olson, Assistant City Manager City of Roseville 2660 Civic Center Drive Roseville, Minnesota 55113

Dear Rebecca.

Thank you for the opportunity to submit this proposal to the City of Roseville (the City) for partnering with your organization on a Position Classification and Compensation Study. Based on our experience with the type of work outlined in the proposal, we're confident our experience and expertise will allow us to address your needs and goals and exceed your expectations.

Abdo's success has been driven by utilizing staff that is experienced and well trained in governmental planning, human resources, payroll, compensation systems, and operations. We understand that there are certain factors that are most important to the City in the selection of a consultant. Factors like our attention to detail, overall project approach, collaboration with City Staff and the quality of work and outcomes are just a few of the ways we set ourselves apart in our abilities and value to your city.

Our approach to this project is to engage with City staff to ensure we have an exceptional understanding of the project, each individual's role in the project, overall expectations and needs, as well as exceptions to standard operations. Throughout the project, there will be periodic meetings with City staff to share information, solicit input and provide updates. Based on our experience, we will structure each phase of the project to emphasize efficiencies and streamline processes. By spending time on the front-end evaluating positions, goals, objectives and needed deliverables, the end product for the City will be one that provides analysis and recommendations for a marketable, consistent, compliant, and forward-thinking compensation structure.

INVOLVEMENT OF CITY PERSONNEL - No matter the experience of our Abdo team, we recognize that the most critical goals and deliverables of any project relies on collaborating with the right people at the right time. Your internal staff and leadership are key to truly understanding your organization and developing solutions that work in "real life."

Examples of forms, questionnaires and instruments that City personnel will be asked to complete are included in Appendix C.

ABILITY TO SUCCESSFULLY COMPLETE ALL REQUIREMENTS - A component of our mission statement is a philosophy that we will assist clients in reaching their maximum potential by open communications and teamwork. This means we will do the following for you:

- · Present to you a clear project plan
- Use portal technology to share and collaborate documents
- · Provide an environment that solicits and welcomes ideas and strategies from the city team
- Present recommendations in clear, concise and non-technical terms to all members of the city team
- · Collaborate with city team and software vendor to ensure alignment
- Return phone calls and emails promptly

EXPERIENCE WITH SIMILAR PROJECTS - We believe our experience with similar projects and our expertise in governmental planning, human resources, payroll, compensation systems, and process and planning is greater than any other CPA or advisory Firm in Minnesota, making Abdo uniquely qualified to provide you with the insights and recommendations that you expect.

UNDERSTANDING OF THE PROJECT AND ABILITY OF THE FIRM TO COMPLETE THE EXPECTED SCOPE OR WORK ON SCHEDULE AND WITHIN BUDGET - Abdo is committed to a team environment that gives us the ability to complete projects on time and on budget. We leverage our staff to ensure the work is being completed by the appropriate individuals and reviewed by a partner of Abdo. We understand the parameters and expectations of this project and will complete the expected scope of work on schedule and within budget.

ACCOMPLISHING PROJECT OBJECTIVES - Our approach to a project is heavily dependent on communication and technology. We believe that listening to your needs, concerns and challenges is of the upmost importance for a successful project. Our experience and knowledge of City government operations allows us to provide independent assessment and recommendations, lighting a clear path forward for City leadership. We use portal technology to securely share and collaborate on documents. This allows us to expedite our work, provide answers to staff questions quickly and communicate instantaneously with City staff.

We look forward to meeting with you to discuss our proposal and appreciate this opportunity to present Abdo for your consideration.

Abdo

Leah Davis, CPA

Keah Dans

Partner | Abdo



LIGHTING THE PATH FORWARD

The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work. We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

Our process is built around a deep commitment to every client:

We light the path forward so you can proceed with confidence.

We're the **partner** you can trust to help you along the way.

We're the catalyst who empowers you to reach your goals.

CONFIDENCE PARTNER CATALYST Deliver

Prepare Illuminating the path ahead

Our best work begins when we have a clear, mutual understanding of your needs and expectations, setting the stage for a successful partnership that achieves your goals. By starting with this foundation, we are able to map out the road ahead for you and for our team.

Execute Navigating as partners

As our team plans and conducts the work, we maintain consistent communication with you so that you can have confidence and peace of mind throughout the process. This collaboration also helps us to anticipate potential obstacles and adjust our strategy as we work towards your goal.

Deliver Enlightening communication

Relationships are at the core of our values and delivering on our promises to build trust is our top priority. But it goes further than that. We help guide you forward by providing clarity and insights behind the results.

Listen Empowering you to move forward

The work may be done, but we aren't. It's our turn to take time to review outcomes so that we can both learn and improve, helping to uncover potential challenges and identify future opportunities. Nothing is more empowering than being ready for the next steps and knowing that you've got a partner who is invested in your ongoing success.



As the leading governmental auditing firm in Minnesota, we provide accounting, financial management, and compliance services to over 350 governmental entities.

Our advisors act as a trusted source of guidance, working with local governments to clarify vision, set strategic goals, and deliver solutions for a brighter future. Feel empowered with the knowledge to navigate ever-changing accounting standards, tackle long-term financial planning, uncover operational efficiencies, and take on the unique challenges government entities face every day.

OUR PROCESS

59

Years of experience serving government

organizations

Our methods are centered around integrating technology and expertise to deliver exceptional solutions. In addition to our audit services, our firm expertly performs financial outsourcing to help your organization discover solutions, set clear direction, and feel confident on the path ahead. We don't believe in a one-size-fitsall mentality, so together we'll focus on the challenges you face and determine the best way to meet them head-on.



Total governmental organizations served 40+

Team members 100%

EMAIL US

dedicated to government clients

SERVICES WE PROVIDE

Consulting & Advisory | Financial management, process evaluation &

Compliance | Financial statement

audits, employee benefit plan audits,

Technology & Data | Strategic data

analytics, software recommendations,

consulting, process consulting, hands-

implementation, and consulting.

HR & Payroll | Human resources

on workshops, and payroll services.

improvement, and outsourcing

and single audits.

Questions about what we do?

Reach out to us today!

VISIT OUR WEBSITE

SUBSCRIBE

Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we firmly believe we would be a great partner for the City of Roseville. We have the resources, knowledge, people and services to light the path forward for your city.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Each team member is briefly profiled below, and full biographies can be found in Appendix C.



LEAH DAVIS, CPA

Partner leah.davis@abdosolutions.com
P 507.524.2347



BRITTANY BAUER

Senior Associate brittany.bauer@abdosolutions.com P 507.304.6836

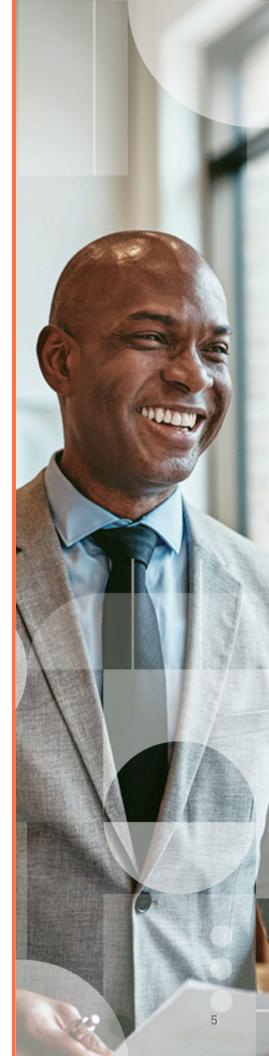


MICHAEL MOONEY, PHF

Senior Associate michael.mooney@abdosolutions.com P 952.715.3043

Abdo Firm Leadership

A full listing and biography information for all Abdo Partners can be found at: https://abdosolutions.com/about-abdo/our-people/







Project Plan and Timeline

A clear implementation process coupled with frequent and consistent updates is critical to any successful project. The project scope and timeline below includes update meetings with the City leadership and other staff, designed to provide project updates, solicit comments, review progress, and address any challenges.

Timeline assumes project start date on of before March 1, 2023, with full project completion and Council delivery no later than August 1, 2023.

PROJECT PHASE TIMELINE

Introduction and Project Orientation

The first step to this project is to review and analyze data provided by the City. This includes the existing job descriptions, job evaluation system, current compensation model, and any other data the City has available. After this review, we will meet with the City and Department leadership to discuss overall project expectations, define strategic goals and outcomes, identify current compensation challenges, and discuss project timelines. This is also an opportunity for the City and Department leadership to ask for clarification on the project and address any questions or concerns they may have.

DAY 1 - 15 depending on City availability

Position Classification Evaluation

Using the City's existing job descriptions and Job Evaluation Methodology, our team will conduct a comprehensive review and analysis of the overall compensation structure, focusing on:

- · identifying opportunities for improvement or areas of risk
- · alignment of compensation and performance management philosophies
- identification of current or potential pay compression, pay equity, and/or collective bargaining issues

Abdo has worked with a wide variety of job evaluation systems (position scoring methodologies) and is experienced in reviewing positions using either your current system or our Abdo Position Scoring Methodology (see Appendix B for more information on the Abdo Methodology), which we have utilized for over 10 years. This phase of the project will involve meeting with City leadership to confirm our understanding and discuss any noted recommendations or identified challenges prior to moving onto the next phase.

DAY 16-30

Labor Market Employers Criteria and Selection

Our team will meet with and solicit input from City and Department leadership to develop a list of comparable organizations, based on size, geography, and City services, to be used in the market wage analysis phase of the study.

DAY 31 - 50 Market Wage Analysis

Abdo will complete a full wage and benefit market survey for all City positions, utilizing aged 2022 Minnesota Local Government Salary and Benefit Survey put out by the League of Minnesota Cities as well as direct wage data surveys and private sector compensation resources, where applicable. This analysis will include consideration of equity, recommendations for maintaining marketable wage scales into future years, coordination with existing labor agreements, and effective approaches to longevity recognition.



PROJECT PHASE	TIMELINE
Seasonal Employee Compensation Strucutre	
Abdo will, based on your current full-time employee compensation structure, as well as industry best practices, develop and propose a pay plan for your seasonal staff.	DAY 51 - 75
Implementation Cost Analysis	
All compensation structure and market adjustment recommendations will be evaluated to calculate reliable implementation cost estimates. Implementation recommendations will focus on minimizing financial/budget impact to the City while ensuring all positions are able to be placed within designated market wage ranges. Multi-year implementation plans will be considered wherever relevant or necessary.	
Pay Equity Testing	
All current and recommended compensation systems and/or pay structure will be tested with the Minnesota Local Government Pay Equity system to ensure compliance.	

Final Documents and System Presentation

All documents will be reviewed with the City Management team in draft format before finalization and distribution. Final reporting will include comprehensive project findings, recommendations, description of overall methodology utilized in the project, data analysis, and estimated implementation costs and process. The City will be provided with all tools and resources to administer and maintain the proposed compensation model into the future. Once approved by the City Management team, report findings and recommendations will be presented, in person or virtually, to the City Council for review and discussion.

DAY 76 - 110 depending on City availability

Implementation and System Administration Training/Support

Our team will develop and lead a customized compensation system implementation and maintenance program for leadership and applicable staff. Training will include suggestions for appropriately awarding step increases and documented plan administration best practices.

Develop Position Reclassification and Review Policy

We will work with internal leadership to develop a formal position review and reclassification request policy to consistently evaluate future requests for position scoring or compensation changes.

Post Contract Support Services

On an as needed basis, Abdo will be available to review new or significantly altered job descriptions, including determination of points and salary ranges for the position, as well as provide documentation support for future pay equity reporting to the Minnesota Department of Management.

Optional & as directed by the City



Value

SERVICE GUARANTEE

Our work is guaranteed to the complete satisfaction of the client. If you are not completely satisfied with the services performed by Abdo, we will, at your discretion, either refund the price or accept a portion of said price that reflects the level of value received. Upon payment of each of your scheduled payments, we will judge you have been satisfied.

PRICE GUARANTEE

Furthermore, if you ever receive an invoice without first authorizing the service, payment terms, and price, you are not obligated to pay for the unauthorized service. Please understand, however, that the price we have quoted considers and relies upon the following:

- The information you agree to provide is on time and complete to the degree indicated in our agreement.
- Your key management, finance, or human resources team members don't change during our service period.
- No undisclosed or newly arising complexities, claims, or significant transactions, occur that impact our service period. This includes emergence of
- yet unspecified revisions to any prior period work that would need to occur before we can perform our agreed services.
- No new tax, regulatory, or other reporting requirements are introduced between now and the end of our service period.

A full scope of services, including estimated hourly charges, can be found below.

ADDITIONAL SERVICES

Should you request services in addition to the Contracted Services, we will provide you with proposed fees for the services to be provided. You shall be required to sign a written or electronic confirmation of your request for additional services prior to implementation.

PAYMENT TERMS

Initial invoice will be sent within 10 days of the execution of this agreement.

Contract Execution - 30% of Contract

Delivery of 1st Draft Report - 40% of Contract

Delivery of Final Report to Council - Remaining Balance

This quote is valid for ninety (90) days following the proposal submission deadline.



POST CONTRACT SUPPORT SERVICES OPTIONS

Annual Market Study Updates

In the future, should you wish to conduct annual updates of relevant position market data, Abdo provides options for clients to perform a full market wage analysis, provide recommendations for updates to your existing compensation structure to ensure ongoing alignment with your compensation philosophy, and provide a cost analysis of any suggested changes.

Formal Position Reclassification and Review Policy Development

Since positions change over time and employees may occasionally request classification/scoring reviews, make sure your City has a clear, consistent and manageable process and policy in place to handle changes and requests. Abdo will help you draft a customized policy to ensure that you're proactively addressing and administering your position classification maintenance as you move forward.



ABDO CONTRACT TASK	TOTAL COSTS NOT TO EXCEED
Compensation Study/Market Analysis: assumes 103 individual positions (including seasonal)	\$8,500
Amend or Establish Compensation System	6,000
Implementation Analysis & Strategy for Compensation System	3,300
Minnesota Local Government Pay Equity Testing: Current and Proposed Pay Systems	2,100
Final Documents & Report of Findings and Recommendations: includes up to 2 report draft revisions, virtual draft review meetings (2-3) with City leadership and in-person presentation to Council and related travel time/ mileage	6,900
Training for Maintenance of System	2,200

TOTAL PROJECT INVESTMENT (LUMP SUM NOT TO EXCEED)	\$29,000
OPTIONAL ADDITIONAL SERVICES:	INVESTMENT
Annual Market Study Updates	\$8,500
Develop Formal Position Reclassification and Review Policy	\$2,700

^{*}All proposed pricing assumes City position descriptions and scoring are current and accurate. Identification of necessary job description updates and/or job evaluation rescoring needs will incur additional charges, per a formal change order process.





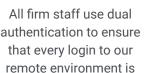
We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our HR and consulting services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote HR and consulting services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your city may use, our team will continue to work through normal procedures, including regular meetings with you during the consulting services to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your city's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We continually provide security awareness training to our staff members to ensure they are good digital stewards of your data. In addition to this, we also consult bi annually with 3rd party security experts to conduct risk assessments and conduct annual penetration tests.

IT ALSO MEANS:





secure and authorized.



All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.



All data is backed up continually which means we always have an extra copy for safe-keeping.



All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.



What Our - Clients Say

CLIENT REFERENCES

One of the things we enjoy most about our work is developing long-term relationships with our clients and watching their city thrive as we help them to evolve and grow. Our clients listed below serve as a sample of references of those we partner with for their position classification and compensation analysis services within the last 12 months.

Additional references are available upon request.



CITY OF FAIRMONT

Cathy Reynolds City Administrator P 507.238.3936

CITY OF HASTINGS

Kelly Murtaugh Asst. City Admin/HR Director **P** 651.480.2355

CITY OF BELLE PLAINE

Dawn MeyerCity Administrator **P** 952.873.5553



Value Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the services that we believe could be of great value to your city. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at www.abdosolutions.com.

HR & PAYROLL SERVICES

We help employers better support their most valuable resource... their people. Having clear and consistent HR practices that best suit the individuality of your city is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help cities with:

- · Employee management and development
- · Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- · HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

LONG TERM PLANNING

How will you fund your city's Capital Improvement Plan? Part of establishing a capital improvement program is determining how to pay for it. Will you issue debt? Raise property taxes? Reorganize your capital budget? A long-term plan can help you answer these questions and more. Depending on your needs, our approach to long term planning may include:

- Preparing projections to gauge future revenue streams
- · Conducting a debt management study
- Reviewing reserve and fund balance policies
- · Implementing plans to achieve pay-as-you-go financing



PROCESS SOLUTIONS

"Because we've always done it way" is an easy trap to fall into. But this outdated processes or systems rarely get results. Instead, they often lead to redundancies, unreliable outcomes, and frustrated staff. An ineffective process can become your Achilles heel in a crisis. Our customized process improvement solutions will meet you where you are — and guide you to a better tomorrow.

Our Process Solutions Services Include:

- Process Mapping Documentation -- How do transactions and data flow through your city?
- Abdo ProEval -- Removing waste in your processes allows your team members to focus on what they were hired to do—and to spend more time on value-added initiatives.
- Abdo ProEval Kaizen -- Does the project seem too large, or the change too overwhelming? The Kaizen approach is a pared-down version of our ProEval service. Instead of a full operational review, we'll focus on one aspect of your operation
- Software Inventory & Assessment Including recommendations for increasing efficiency and, if possible, reducing software-related costs.



Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For nearly 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidents. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 180 professionals and nearly six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota, and Scottsdale, AZ. Abdo's commitment to its clients is to gain indepth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.

"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

-- Steve McDonald, CPA | Managing Partner





ALCO Diversity, Equity & Inclusion



61%

of our employees are female



51%

of our management level employees are female



23%

of our interns this year were people of color

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We believe that when we understand each other better, we grow better together.

Over the past year, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through implicit/unconscious bias, anti-harassment, and interview training. Our Diversity, Equity, and Inclusion Committee looks continues to implement new ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We continue to increase our number of women at the highest leadership level. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education through partnering with expert speakers and trainers. Please let us know if you have any ideas on how we can improve diversity, equity, and inclusion at Abdo.

Appendix A

APPENDIX A

Proposal for Ana	llysis of Compensation and Pay System Structure and Implement	ation
Abdo LLP and we will prov	Agrees to provide the City of Roseville with provide the following:	ofessional consulting services
	Compensation Study/Market Analysis Amend or Establish Compensation System Implementation Strategy for Compensation System Training for Maintenance of System Other Pay Equity Testing and Final Reporting Total	\$ 8,500 \$ 6,000 \$ 3,300 \$ 2,200 \$ 9,000 \$ 29,000
	proposal we have included background information about our fir analysis and project overview.	m, references, project schedule,
Signature	Leah Daw	
Date .	2/3/2023	



Appendix B

ABDO POSITION SCORING METHODOLOGY

Abdo Position Scoring Methodology



As part of our position analysis and classification, positions will be scored using a plan adapted from the method used by the State of Minnesota. The model assigned each position a score in the following categories (adapted from the State of Minnesota 2009 Hay Manual): Know-How, Problem Solving, Accountability, and Special Conditions. The following information provides a summary of factors and considerations used to apply this classification method.

Know-How represents the knowledge, skills and abilities an employee needs to be successful in a particular job. The Hay evaluation method places the greatest emphasis on Know-How. Know-How is defined as an expert skill, information or body of knowledge that imparts an ability to cause a desired result. The Know-How category is the most heavily weighted category. If a position is more easily learned, the position will point toward the lower end of the scale.

Know-How category is further divided into three parts: Depth and Breadth of Job-Specific Knowledge (aka Technical and Specialized Know-How and Job-Specific Knowledge); Integrating Know-How (aka Managerial Breadth or Know-How); and Human Relation Skills (aka Human Relations Know-How). A number is assigned for total Know-How points by making several separate choices for each of the three elements described and an overall assessment.

- Job-Specific Knowledge includes the position's requirements for knowledge and skills related to practices, procedures, specialized techniques and professional disciplines. It also includes basic and job-specific supervisory and managerial KSAs, when appropriate. This aspect of Know-How does not make distinctions among differently-sized managerial jobs nor does it include human relation skills. It is important to remember that this element measures the requirements of the position, not the qualifications of an incumbent.
- Integrating Know-How considers the need to integrate and manage progressively more diverse functions and
 is used to rank managerial breadth and scope, from similar to very different functions. When required, basic
 and job-specific supervisory and managerial knowledge, skills and abilities are included in the Job-Specific
 part of a Know-How rating. The overall size of an organization directly influences the number of managerial
 breadth categories, because the organizational size often reflects requirements for increased managerial
 complexity and diversity.
- Human Relation Skills is the third element of a job's Know-How rating. It is the active, practicing interpersonal
 skills typically required for productive working relationships to work with, or through, others inside and/or
 outside of the organization to get work accomplished. It assumes that each job requires a foundation of basic
 human relations skills. To be effective, an employee must typically be proficient at the highest level of Human
 Relations Skill regularly required for the position.



Problem Solving is the process of working through details of a problem to reach a solution. Problem solving may include mathematical or systematic operations and can be a gauge of an individual's critical thinking skills. Problem Solving measures the intensity of the mental process that uses Know-How to: (1) identify, (2) define, and (3) resolve problems. It is a percentage of Know-How, reflecting the fact that "you think with what you know." This is true of even the most creative work. Ideas are put together from something already there. The raw material of any thinking is knowledge of facts, principles and means.

- Context includes the influences or environment that limit or guide decision-making such as rules, instructions, procedures, standards, policies, principles from fields of science and academic disciplines. Positions are guided by organizational, departmental or functional goals, policies, objectives and practices circumscribed by procedures and instructions. In general, policies describe the "what" of a subject matter, procedures detail the steps needed to follow through on a policy (i.e., how, where, when, by whom) and instructions outline the specific aspects of how to perform the tasks, such as the operation of a machine or how to select the appropriate letters to use in particular situations.
- Thinking Challenge includes the nature of the problems encountered and the mental processes used to
 resolve the problems. The scale ranges from simple problems to very complex issues, with the premise that
 simple issues recur regularly in the same form and after a while are resolved by rote or instinct, but very
 difficult issues require substantial thinking and deliberation. The types of situations encountered and the
 processes involved in identifying, defining or resolving related problems are considered. Thinking Challenge
 reflects the degree of difficulty in finding improvements and adapting to changes.

Accountability does not mean being responsible for getting one's own work done. Rather, it reflects responsibility for actions and their consequences and the measured effect of the job on end results for the organization. Accountability includes three factors: Freedom to Act/Empowerment, Magnitude, and Job Impact.

- Freedom to Act/Empowerment involves the degree of personal or procedural control or guidance exercised over the position. For example, what constraints are put on an employee in this job? How closely supervised is the position? What kinds of decisions are made higher up in the organization?
- Magnitude is the portion of the total organization encompassed by the position's primary purpose. It's most typically indicated by the general dollar size of the area(s) most directly affected by the job, i.e., the resources over which the position has control or influence. A variety of factors are considered such as size of budget the employee is responsible for, what degree of influence is held and is this person a decision maker.
- Job Impact is considered to be indirect (indirect or contributory) or direct and measurable (shared or primary). It involves the way in which the position's actions affect end results in the agency. For example, how does the employee influence the business directly or indirectly? Does the employee provide advisory or interpretive services for others to use in making decisions? Is the job an information-recording one? Does it provide a necessary service with a relatively small effect on the business of the agency? "Contributory" and "primary" are, by far, the most frequently used options."

Special Conditions consider the physical effort, environmental conditions, hazard exposure, and sensory attention demands that an employee is commonly subject to in the position. For example, two positions may be assigned identical points in all other areas but the position that is regularly required to work in extreme outdoor conditions (i.e. heat or extreme cold) would receive additional points for these factors.



Appendix C

PROFESSIONAL BIOS





Leah Davis

Parter, HR and Payroll Services leah.davis@abdosolutions.com Direct Line 507.524.2347

Leah joined the firm as Partner of the Firm's HR and Payroll Service segment. She spends her time helping employers find creative ways to overcome their HR and payroll challenges. As an active CPA and after owning and operating an outsourced HR and payroll consulting business for nearly a decade, Leah has worked with employers across all industries and has several years of experience in public accounting, focusing on business tax and financial institutions. This variety of experiences equip Leah with a unique perspective on the complex HR, financial, and strategic planning issues that employers face every day.

EDUCATION

- Bachelor of Science in Accounting and Business Administration, Minnesota State University, Mankato
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

 American Institute of Certified Public Accountants Minnesota Society of Certified Public Accountants Society for Human Resource Management (SHRM)

OUALIFICATIONS

- Human Resources Management, Consulting, and Compliance, including a focus on leveraging technology to maximize employee experience and streamline administrative HR workflows
- HR and Leadership Team Coaching and Training, focused on building technical and practical skills to improve overall performance and operational effectiveness
- Employee Benefit Plan Administration and Analysis, including Affordable Care Act (ACA) compliance, benefit workflow optimization, and evaluation of benefit plan design options to evaluate costs and maximize employee value recognition
- Employee Incentive and Compensation Plan Development, including position classification and compensation plan design and total compensation analysis
- Complex State and Federal employment tax and regulatory compliance consulting, including wage and hour analysis and tax agency amendments and negotiations





Brittany Bauer

Senior HR Associate brittany.bauer@abdosolutions.com Direct Line 507.304.6836

Brittany Bauer joined Abdo in 2017 as a Human Resources Specialist after spending many years in the staffing and recruiting industry as well as providing HR, payroll, and operational support for an agribusiness software development company. Brittany has over 10 years of both HR and payroll experience working with clients from a broad range of industries including agriculture, non-profit and government. She has a passion for leveraging technology to streamline processes, manage compliance, and improve the overall employee experience.

AFFILIATIONS

- Greater Mankato Growth Young Professionals
- Southern Minnesota Human Resource Association (SMAHRA)

QUALIFICATIONS

- Payroll processing and compliance, HRIS/payroll software implementation support, maximizing HRIS/ payroll system utilization, timeclock, HR, and payroll database integrations
- · HR and payroll process review, improvement, and training
- Development of effective recruiting, hiring, employee onboarding, engagement and retention programs and policies
- HR/payroll compliance, employee management and communication, unemployment claim management, and employee off-boarding support
- Worker's compensation administration, including Carrier Communications, employee claim management, OSHA reporting/filing, and annual policy audit reporting
- Employee benefits administration, including plan compliance, COBRA, benefit program analysis, employee enrollment/terminations, and plan renewals





Michael Mooney

Senior Associate
michael.mooney@abdosolutions.com
Direct Line 952715.3043

Michael joined the Firm in 2022. He brings over 5 years of experience working closely with business leaders, managers, and employees in a wide variety of HR Functions. He is passionate about utilizing HR technology and data to support growing businesses.

EDUCATION

· Bachelor of Science in Management with HR Emphasis, North Dakota State University

PROFESSIONAL MEMBERSHIPS

· Society for Human Resource Management

QUALIFICATIONS

- · Human Resources management & process development
- · HRIS implementation, system utilization, and process improvement
- · Compensation and benefits plan design and management
- · Manager coaching
- · Full cycle recruiting and interview training
- · Certified DiSC Workplace Profile facilitator
- · Employee engagement, development, performance management and retention
- · Experience in banking and multi-family housing industries

Appendix D

SAMPLE TOOLS, QUESTIONNAIRES, AND PROJECT ANALYSIS INSTRUMENTS

EMPLOYEE CENSUS - To be completed by the City

Employee Name	Position Title	Current Position Score/Points	Hire Date	Hours per Week	Male/Female	Current Hourly Rate	Hourly or Salary	Current Step	Current Grade

Abdo, LLP Compensation Study for the City of SAMPLE Information Request



- 1 List of key project contacts, with title and position
- 2 Current Employee/Position job descriptions with assigned points (indicate which descriptions likely need review/updates).
- 3 Information related to positions that do not have job descriptions
- 4 Current Organizational Chart
- 5 Employee information Complete Employee Data Spreadsheet (see template for fields required)
- 6 Copy of current pay scale structure and/or method
- 7 Copy of most recent MN pay equity report
- 8 Copy (if any) of most recent compensation analysis
- 9 Pay equity reporting login information
- 10 Exceptional service pay policy (if any)
- 11 Existing/governing union contracts (if any)
- 12 List of requested comparable cities for market study
- 13 Logo if you'd like logo to be added job descriptions
- 14 Any other information that may be relevant:



Appendix D

AGREEMENT FOR SERVICES

Agreement for Services

THIS AGREEMENT, is made and entered into on February 03, 2023, by and between the City of Roseville, Minnesota (hereinafter referred to as the "Client"), and Abdo LLP (hereinafter referred to as "Abdo" or the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees related to its own operations and arising out of the Contractor's activities;

The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold itself out as such;

The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.

The Contractor may make recommendations and/or perform services on behalf of the Client but the Client is responsible for all final management decisions and for setting and administering any organizational policies, procedures, or other guidance that result in the services being performed. Further, with respect to the payroll services that are being provided, the Client is responsible for all originating documents (i.e. salary or hourly wage amounts, hours worked, benefits, premium pay policies, etc.) that affect payroll processing, and the Client will review and approve the payroll before or after its processed. The Contractor will not hold or have access to any Client funds as part of the services being provided..

If applicable, the Client will approve all general ledger setup and mapping related to payroll journal entries provided or initiated by the Contractor. The Contractor will be responsible for notifying the Contractor of any changes to the general ledger or journal entry and all changes will be approved by the Client.

The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at its expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide the Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.



ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect for UP TO 90 DAYS, or upon the completion of the consulting engagement, whichever is longer, unless earlier terminated as provided in Subsections 2 and 3.

Section 2 Client's Termination Rights: The Client may terminate this Agreement upon sixty (60) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate upon ten (10) days written notice of the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to the Client in the event the Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by the Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with sixty (60) days written notice.

ARTICLE IV

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than ninety (90) days prior to the expiration of the term of this Agreement, the Client may provide written notice of its intent to renew this Agreement for an additional term of up to three years upon terms and conditions agreed upon by both parties to the Agreement. If no such renewal agreement is executed by the parties, the Agreement terminates without further action of either party on the one year anniversary date, or the completion of the consulting engagement, whichever is longer.

ARTICLE V

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the Client Operations Manager. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable, but the Client's rights and obligations may be assigned to any successor entity upon ten (10) days notice.



ARTICLE V - CONTINUED

GENERAL (CONTINUED)

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement conditioned upon Client's payment of all fees and expenses due to Contractor pursuant to this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

Section 5 Entire Agreement: This Agreement is the entire agreement between the Client and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate human resource recommendations and information that allows the Client the ability to make final human resource decisions. Contractor will provide final human resource recommendations, but Contractor is not responsible for the final decisions made regarding human resource matters and Client shall indemnify and hold Contractor harmless from the same.



ARTICLE V - CONTINUED

GENERAL (CONTINUED)

Section 8 Client Employment of Contractor's Employees: The Client acknowledges and agrees that Contractor's workforce, including employees assigned to staff the engagement provided for under this Agreement, constitutes an important and vital aspect of Contractor's business. In recognition of the foregoing and the harm that Contractor will suffer in the event of the loss of one or more of its employees, the Client agrees that during the Term of this Agreement and for a period of six (6) months following the termination of this Agreement for any reason (the "Restrictive Time Period") the Client shall not, directly or indirectly, on behalf of itself or any person, firm, corporation, association or other entity, (a) recruit, solicit, or assist anyone else in the recruitment or solicitation of, any of Contractor's employees to terminate their employment with Contractor and to become employed by or otherwise engaged with or by the Client in any capacity independent of Contractor; (b) hire or engage any Contractor employee; or (c) otherwise encourage or induce any of Contractor's employees to terminate their employment with Contractor.

Notwithstanding the foregoing, Contractor may (but shall not be obligated to) consent to the Client's recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph provided that (a) the Client discloses to Contractor in writing its desire to recruit, solicit, employ or otherwise engage the Contractor employee independent of Contractor before engaging with the Contractor employee regarding any such potential relationship; (b) the Client agrees to pay Contractor a Restrictive Covenant Exception Fee (as hereafter defined) in the event the Contractor employee becomes employed by or otherwise engaged with the Client independent of Contractor; and (c) Contractor provides written consent to the Client to engage with the Contractor employee regarding any such relationship. For purposes of this Agreement, the Restrictive Covenant Exception Fee shall be the greater of: (i) 200% of the annual contracted cost of Contractor's services under this Agreement in addition to the annual contracted cost paid or due Contractor hereunder; or (ii) 200% of the fees paid or due Contractor for services provided under this Agreement during the twelve (12) month period immediately prior to the termination of this Agreement or, in the event the Agreement has not been terminated, during the twelve (12) month period immediately prior to Contractor's provision of written consent to the Client to engage in the recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph.

Section 9 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, based on the fees indicated in the proposed client investment schedule and under the attached scope of services. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this contract. If the contract is for an hourly fee basis, invoices will be sent monthly.

Section 10 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the additional services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 11 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill its obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.



ARTICLE V - CONTINUED

LIMITATION OF LIABILITY

Section 1 Disputes: If any dispute arises between Abdo and the Client under this Agreement, the dispute shall first be submitted to mediation. The costs of mediation shall be shared equally by the parties. All disputes between Abdo and the Client arising out of this Agreement which cannot be settled directly or through mediation shall be resolved through binding arbitration in Mankato, Minnesota in accordance with the rules for resolution of commercial disputes then in effect of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof. It is further agreed that the arbitrator may, in its sole discretion, award attorneys' fees and costs to the prevailing party.

Section 2 Limitation of Liability: Abdo's entire liability, and the Client's exclusive remedy, for Abdo's performance or non-performance under this Agreement shall be for Abdo to reimburse the Client the total charges for related services provided during the previous twelve months. ABDO WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES WHICH THE CLIENT MAY INCUR AS A RESULT OF ABDO'S FAILURE TO PERFORM ANY TERM OR CONDITION OF THIS AGREEMENT (EVEN IF IT HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). The Client shall indemnify Abdo against, and hold each of them harmless from, any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees and costs) in any way arising out of or relating to disputes or legal actions with Client's employees or any third parties concerning the provision of the services under this Agreement. The Client's obligations under the preceding sentence shall survive termination of this Agreement.



Appendix F

AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES

Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Roseville

2660 Civic Center Drive Roseville, Minnesota 55113



Abdo, LLP

100 Warren Street, Suite 600 Mankato, Minnesota 56001

Keahh)and



Partner | Abdo

February 03, 2023







Change Order Proposal for

City of Roseville

2660 Civic Center Drive Roseville, Minnesota 55113

Proposed By:

Leah Davis, CPA
Partner | Abdo
email@abdosolutions.com
Direct Line 507.524.2347

Mankato Office

100 Warren Street, Ste 600 Mankato, MN 56001

P 507.625.2727

F 507.388.91399

Edina Office

5201 Eden Avenue, Ste 250 Edina, MN 55436 P 952.835.9090 F 952.835.3261



Rebecca Olson, Assistant City Manager City of Roseville

2660 Civic Center Drive Roseville, Minnesota 55113

February 21, 2023

Proposed by Abdo

Change Request:

Per request of the City of Roseville (the City) we are expanding the scope of the Classification and Compensation Study Proposal originally submitted on February 3, 2023.

The additional investment is needed in order to update all current City job descriptions and score all positions using the Abdo Methodology.

Reason for requiring the change order: Clarification by the City of desired project scope

Nature of additional work to be performed: Full Job Description updates and review – 103

positions

Position Scoring - 103 positions

Estimated cost of additional work (in addition to original proposed cost):

OPTION #1 - Assuming Abdo performs all job analysis

questionnaires, description updates, and regulatory review \$ 25,000.00

OPTION #2 - Assumes City of Roseville performs all job analysis questionnaires and updates, using Abdo provided tools and templates, and provides Abdo with current and updated job descriptions for regulatory review.

\$ 9,500.00

Change order will be invoiced in accordance with originally proposed payment terms.

APPROVED

City of Roseville

2660 Civic Center Drive Roseville, Minnesota 55113

Name		
Title		
Name		
Title		
Date		
Abdo 100 Warren Mankato, M	Street, Suite 600 N 56001	
Name	<u>Xeah</u> Dans	
Title	Partner	
Date	February 21, 2023	
REJECTED		
	nt Abdo to perform the additional services required el will provide the requested assistance.	d. I will be responsible for ensuring that
City of Rose 2660 Civic O Roseville, M		
Name		
Title		
Date		





Date: February 27, 2023 Item No.: 7.c

Department Approval

City Manager Approval

Item Description:

Consider Entering into the Fencing Consortium Joint Powers Agreement

BACKGROUND

In 2021, municipalities from around the Twin Cities joined together to form a fencing consortium that would rent or own fencing that could be deployed to protect city facilities following a critical incident. The purpose of anti-scale fencing is to be used as a tool to protect crucial city assets and infrastructure for unforeseen, or "no-notice" events. In addition, the fencing will help de-escalate tension and allow for first amendment rights to be exercised after a critical incident.

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Currently, 30 cities and agencies have approved entering into the fence consortium joint powers agreement (JPA). Members include every Ramsey County city that has a police department (New Brighton, Maplewood, White Bear Lake, North St. Paul, Mounds View, and St. Paul). A full listing of member cities are as follows:

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Blaine Minnetonka 13 28 Bloomington 29 14 Brooklyn Park New Hope Brooklyn Center 16 31 Chaska Oakdale 32 17 Columbia Heights Osseo 33 18 Cottage Grove 19 34 Crystal Spring Lake Park 20 35 Eden Prairie 21 36

22 Edina

FAA/Metropolitan Airport Commission 23

Fridley 24 **Hopkins** 25

Maplewood 26

Mounds View 27

New Brighton

North St. Paul

South Lake Minnetonka

St. Anthony

St. Louis Park 37

St. Paul 38 Stillwater 39

Washington County Sheriff 40

White Bear Lake 41

Woodbury 42

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Ramsey County Cities are highlighted in yellow

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As a member of the consortium, Roseville would be able to access the fencing when needed after a critical incident. (The fencing could not be used for planned events, only for "no-notice" events). Public Works crews from consortium members, including Roseville, would install the fencing. It is expected that the fencing could be fully in place within 24 hours.

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While it can be claimed that using the fencing will make city facilities look like a fortress and create further tension, the alternative is to have no fencing surround a city facility. As a result, a

deployment of a line of law enforcement officers in SWAT gear would be needed to protect the city 53 facility which could lead to the use bodily force or munitions to keep the public away from city 54 facilities. The use of anti-scaling will clearly demark spaces where community members can gather 55 and express their first amendment rights without directly interacting with law enforcement and 56 dramatically reducing the tension and the possibility of conflict. 57

POLICY OBJECTIVE

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As part of the City of Roseville's Community Aspirations, Roseville aspires to be "Welcoming, 59 inclusive, and respectful" and "Safe and Law Abiding". By entering into the Fence Consortium JPA, 60 community members can exercise their first amendment rights and city buildings and infrastructure 61 can be kept safe. Being part of the fence consortium will allow the city to continue providing its 62 services and programs after a critical incident. 63

BUDGET IMPLICATIONS

The annual costs to be a member of the Fence Consortium is estimated to be approximately \$9,000 annually. If the fence is actually used, there would be an additional cost for the use of fencing, which 66 is currently estimated to be \$18 per foot per month plus freight costs. With all of these costs, the 67 more members that are part of the Fence Consortium, the lower the costs will be for each member. It should be noted that the Fence Consortium has requested state funding to purchase the needed fencing. At this time, it is uncertain on whether the state will provide funding. However, with state 70 funding, it can be expected that individual member annual costs would decrease. 71

Staff suggests funding the 2023 costs for being a member from the General Reserve Fund. For 72 future years, the membership costs for the Fence Consortium will be included in the Emergency 73 Operations budget. 74

RACIAL EQUITY IMPACT SUMMARY

The creation of consortium was a direct outcome after the murder of George Floyd by Minneapolis Police Officer Derek Chauvin. In the immediate aftermath, large protests in the Twin Cities and around the world were held demanding justice for George Floyd and criminal accountability for the police officers involved in the fatal incident. At the same time, there was civil unrest primarily centered in St. Paul and Minneapolis that destroyed private and public property. This led to confrontations between community members and law enforcement and the Minnesota National Guard.

In 2021, with the killing of Daunte Wright in Brooklyn Center by Officer Kim Potter, there were protests centered around Brooklyn Center Police Department headquarters. In this instance, fencing was put up soon after the critical incident. As a result, while people gathered outside the police headquarters to express their anger and grief and demanding justice, there was limited property destruction. While there were some confrontations between protestors and law enforcement, the fencing did help limit that interaction.

As most recent protests demanding justice and police reform have occurred after deadly interactions between law enforcement and people of color, it is important to consider the implication of putting up a fence after a critical incident. For many people, putting up the fence around city buildings, including the police department, may be seen as an intentional barrier to shield the police department and the city from the impact and consequences of the employee's action. We should acknowledge that many will continue to feel that way regardless of the city's justification for putting up the fence. It is important for the city to keep that feeling in mind after a critical incident. Working directly with community members in the aftermath of critical incidents will be very important to ensure the

community encounters transparency on what occurred and to create space for a dialogue between

99 city leaders and the community for accountability for those involved and changes to policies and

procedures.

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101 STAFF RECOMMENDATION

Staff recommends the City of Roseville join the Fence Consortium Joint Powers Agreement

REQUESTED COUNCIL ACTION

Motion to adopt resolution entering into Fence Consortium Joint Powers Agreement

Prepared by: Patrick Trudgeon, City Manager

Attachments: A: Listing of Fence Consortium members

B: Map showing members of Fence Consortium

C: Memo from Chief Erika Scheider regarding joining Fence Consortium

D: Fence Consortium Joint Powers Agreement

E: Resolution joining Fence Consortium Joint Powers Agreement

Cities that are part of the Fence Consortium

Blaine

Bloomington

Brooklyn Park

Brooklyn Center

Chaska

Columbia Heights

Cottage Grove

Crystal

Eden Prairie

Edina

FAA/Metropolitan Airport Commission

Fridley

Hopkins

Maplewood

Mounds View

Minnetonka

New Brighton

New Hope

North St. Paul

Oakdale

Osseo

South Lake Minnetonka

Spring Lake Park

St. Anthony

St. Louis Park

St. Paul

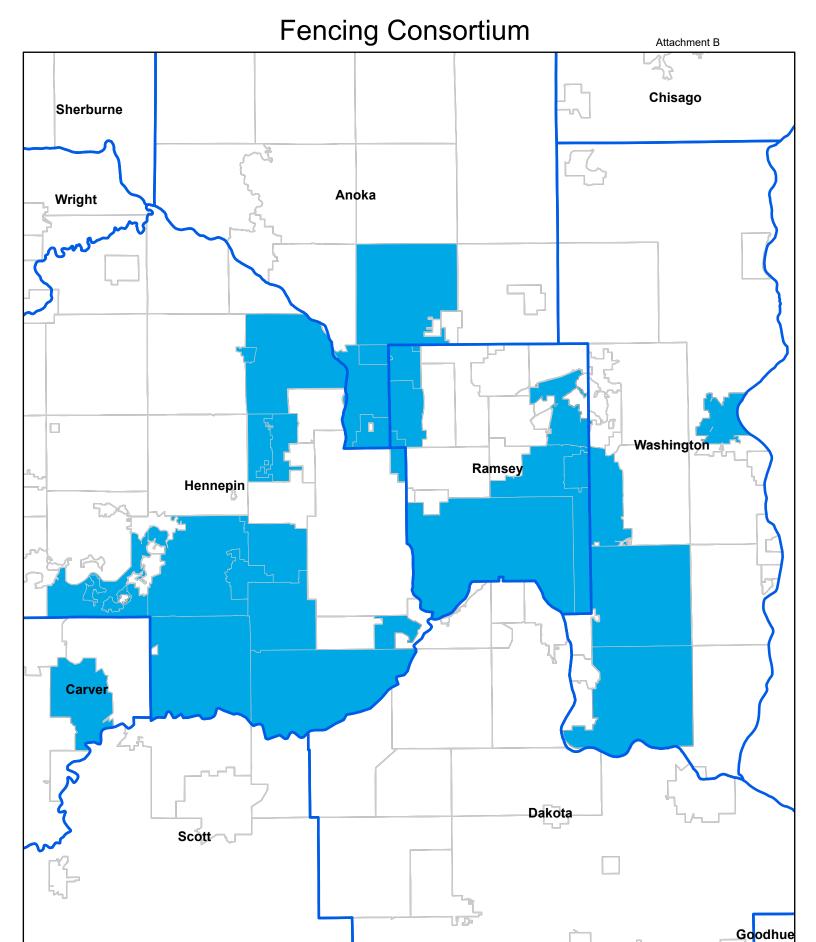
Stillwater

Washington County Sheriff

White Bear Lake

Woodbury

Ramsey County Cities are highlighted in yellow





The population that is represented by the member agencies (NOT including MAC or Washington County as an entire County) is 1,232,576 (2020 US Census). This represents 39% of the ENTIRE population of the Seven County Metro area (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties) and 21% of the entire population of the State.



To: Patrick Trudgeon

From: Chief Erika Scheider

Date: December 7, 2022

Re: Fencing Consortium

In the spring of 2021, a significant number of public agency professionals, including police, fire, public works, and emergency managers joined together to study and make recommendations for ways to protect city buildings following a critical incident. The group determined anti-scale fencing could be an effective tool to protect crucial city assets and infrastructure, but also to de-escalate tension following a critical incident.

The experiences with civil unrest in Minneapolis and Brooklyn Center demonstrated the critical role fencing provides for de-escalation and establishing a safe space for lawful protests. To respond to this identified need, a Fence Working Group was established and their efforts led to the formation of a Fencing Consortium.

The intent of the Fencing Consortium is to provide anti-scale fencing within hours, not days, around potentially impacted government building(s) in response to a critical incident. The goal of the anti-scale fencing is to serve as a de-escalation barrier between law enforcement and demonstrators, while protecting city assets and critical infrastructure. The fencing also helps keep safe and protect first responders, members of the public, and demonstrators.

Benefits include:

- Provides physical separation between law enforcement and demonstrators, promoting an improved mental health environment for all and reducing potential for PTSD
- Reduces the need for crowd control measures, improving safety and minimizing impacts on adjacent properties
- Creates a safe space for demonstrators
- Minimizes the optics of officers versus protesters
- Reduces resource demands and frees up officers for security at the site
- Reduces the number of officers in view, which can minimize tensions and potential escalation (officers in riot gear being able to remain out of sight).

Without establishing a physical barrier between law enforcement and protesters, there are a variety of challenges and negative consequences, including

- An inability to create physical separation, which can escalate tensions
- A need for crowd control measures to be used
- A lack of a clearly designated space for legal protesting

Attachment C

Significant public safety resources needing to be dedicated to protect critical city facilities and infrastructure

Over fifty agencies from throughout the seven-county (Anoka, Hennepin, Ramsey, Washington, Dakota, Chaska, Scott) metro area have been engaged with the Fence Working Group since the start of the summer of 2021. Many have already joined or indicated their intent to join the Fencing Consortium. I strongly recommend the City of Roseville consider entering into a Joint Powers Agreement to be part of the Fencing Consortium.

The Fencing Consortium is requesting \$5 million dollars from the State of Minnesota for the purchase of anti-scale fencing and associated vehicle gates and pedestrian doors. If funding is obtained, it is anticipated that many more agencies will join the Consortium and the overall costs to each agency will be reduced.

FENCING CONSORTIUM JOINT POWERS AGREEMENT

THIS FENCING CONSORTIUM JOINT POWERS AGREEMENT ("**Agreement**") is made and entered into by and among the Governmental Units identified in the attached <u>Exhibit A</u> (each a "**Member**" or collectively the "**Members**").

RECITALS

- A. The civil unrest and resulting negative impacts on mental health, damage to buildings, and a reduction in overall safety experienced in the Seven County Metropolitan Area in recent years has given rise to a need for communities to have ready access to antiscalable fencing. The anti-scale fencing can be set up to protect public buildings, critical infrastructure, and other key locations to de-escalate tensions between law enforcement and protestors as well as reduce the need to rely on crowd control measures to protect such locations from violent and destructive actors.
- B. Appropriate fencing to serve this purpose is produced by few vendors, currently all of which are located outside of the state.
- C. This type of fencing is expensive and the delays associated with attempting to identify and secure the delivery of fencing during the response to a critical incident may result in unnecessary risks to personnel and public property.
- D. By pooling resources and working cooperatively, communities can access high quality fencing, trained personnel, and related resources to assemble it in as efficient manner as possible to support de-escalation measures with protestors and protect facilities from violent and destructive actors.

AGREEMENT

In consideration of the mutual agreements and understandings, and intending to be legally bound, the Members hereby agree as follows:

ARTICLE I DEFINITIONS AND PURPOSE

- 1.1. **Definition of Terms**. For the purposes of this Agreement, the following terms shall have the meaning given them in this section.
 - (a) <u>Additional Member</u>. "Additional Member" means a Governmental Unit that submits a Membership Resolution after the Effective Date and that the Board votes to accept as a Member of the Fencing Consortium.
 - (b) <u>Agreement</u>. "Agreement" means this Fencing Consortium Joint Powers Agreement.

- (c) <u>Board</u>. "Board" means the Fencing Consortium Joint Board established by this Agreement.
- (d) <u>Call Out</u>. "Call Out" means a request by a Requesting Member to the Board requesting the deployment of the Fencing.
- (e) <u>Critical Incident</u>. "Critical Incident" means an event or occurrence that occurs within a Governmental Unit that is reasonably anticipated to result in, or that does result in, civil unrest focused against one or more public buildings, infrastructure, or other critical site with the Governmental Unit.
- (f) <u>Deployment Site</u>. "Deployment Site" means the specific location at which the Fence is to be assembled.
- (g) <u>Deployment Team</u>. "Deployment Team" means the public works personnel or others assigned by each Member who are responsible for responding to requests by Members to assemble and disassemble the Fencing at a Member's Deployment Site in accordance with its Fencing Preplan.
- (h) <u>Deployment Team Manager</u>. "Deployment Team Manager" is the member of the Deployment Team designated as supervisor and who has operational control over the deployment and demobilization of the Fencing.
- (i) <u>Effective Date</u>. "Effective Date" means the date this Agreement goes into effect and the date by which Original Members must adopt the Membership Resolution. The Effective Date is September 2, 2022.
- (j) <u>Extended Membership Area</u>. "Extended Membership Area" means the area established by the Board outside of the Seven County Metropolitan Area in which Governmental Units are eligible to request membership in the Fencing Consortium.
- (k) <u>Fencing</u>. "Fencing" means the non-scalable, portable, free-standing fence secured by the Board and made available to Members under this Agreement.
- (l) <u>Fencing Preplan</u>. "Fencing Preplan" means a plan developed by a Governmental Unit showing the general location and length of the Fencing needed and the type and location of gates within the Fencing.
- (m) <u>Governmental Unit</u>. "Governmental Unit" means a local government or other political subdivision of the State that is authorized under Minnesota Statutes, section 471.59 to enter into a joint powers agreement. The term also includes state agencies and joint powers entities that own a public building.
- (n) <u>Lease</u>. "Lease" means the lease agreement between the Board and the Vendor to secure the Fencing for the Fencing Consortium and that sets out the terms for the

- storge, delivery, and maintenance of the Fencing. The Lease may also establish the use charge the Requesting Member is required to pay the Vendor for the actual use of the Fencing.
- (o) Member. "Member" means an Original Member or an Additional Member. The term is used generally in this Agreement to refer to an individual current member Governmental Unit or, in its plural form, to all current member Governmental Units. A Governmental Unit must remain in good standing under this Agreement to remain a Member of the Fencing Consortium.
- (p) <u>Member Assessment</u>. "Member Assessment" means the amount determined annually by the Board to pay the costs of the Fencing Consortium and which is invoiced to each Member.
- (q) <u>Membership Resolution</u>. "Membership Resolution" means the resolution form a Governmental Unit adopts to join the Fencing Consortium. Any resolution that is not substantively the same in all respects as the form resolution developed for membership shall not constitute a Membership Resolution.
- (r) <u>Notification System</u>. "Notification System" means the communications or alert system, or systems, selected by the Board to issue a Call Out for the deployment of the Deployment Team and Fencing to a Requesting Member's Governmental Unit.
- (s) <u>Original Member</u>. "Original Member" means a Governmental Unit that completed all requirements to enter into this Agreement prior to the Effective Date.
- (t) <u>Public Works Mutual Aid Pact</u>. "Public Works Mutual Aid Pact" means the Public Works Joint Powers Mutual Aid Agreement, which was originally effective as of July 1, 2018 and is incorporated herein by reference.
- (u) <u>Requesting Member</u>. "Requesting Member" means a Member who makes a request to the Board for the deployment of the Fencing in its Governmental Unit.
- (v) <u>Seven County Metropolitan Area</u>. "Seven County Metropolitan Area" means the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington.
- (w) <u>Staging Area</u>. "Staging Area" means the location identified for the Deployment Team to gather at in response to a Call Out before convoying to the Deployment Site.
- (x) <u>Surcharge</u>. "Surcharge" means the amount an Additional Member is required to pay to join the Fencing Consortium as determined by the Board. The Surcharge is in addition to the amount the Additional Member is required to pay based on the length of its Fencing needs as shown in its Fencing Preplan. The Surcharge

- includes the amount the Member is to pay for the Member Assessment for the year in which the Governmental Unit becomes a Member and any buy-in costs as determined by the Board.
- (y) <u>Vendor</u>. "Vendor" means the fencing company selected to provide the Fencing to the Fencing Consortium.
- 1.2. **Purpose**. It is the general purpose of this Agreement to:
 - (a) To establish the Fencing Consortium, the responsibilities of the Members toward the Fencing Consortium, and to establish the "Fencing Consortium Joint Board" to govern the Fencing Consortium and its operations;
 - (b) To authorize the Board to obtain and provide for the storage and deployment of Fencing in response to a Critical Incident and for other purposes as provided in this Agreement and as determined by the Board;
 - (c) To authorize the Board to negotiate and enter into an agreement with a Vendor to obtain the Fencing and provide for its storage, delivery to, and return from a Requesting Member's Governmental Unit;
 - (d) To authorize the Board to establish policies and procedures for the deployment of the Fencing, the training and deployment of the Deployment Team, and on other matters as needed to achieve the purposes of this Agreement;
 - (e) To authorize the Board to determine the Governmental Units eligible for membership in the Fencing Consortium, including expanding the eligible territory as it determines is appropriate; and
 - (f) To authorize the Board, upon deliberation and continued communication with the Members, to revise the initial structure of the Fencing Consortium over time as it may determine is in the best interests of the Members to do things such as moving from a leasing arrangement to purchasing the Fencing and to provide for its storage, maintenance, and transportation.

ARTICLE II FENCING CONSORTIUM ESTABLISHED

- 2.1. **Established**. There is hereby established, by the execution of this Agreement, the "Fencing Consortium" as a joint powers entity formed pursuant to Minnesota Statutes, section 471.59, which is to be managed and operated by the Board pursuant to the terms of this Agreement.
- 2.2. **Scope**. This Agreement applies to those Governmental Units that are Members of the Fencing Consortium and provides for the operation of the Fencing Consortium by a Board of Directors elected as provided herein.

ARTICLE III MEMBERSHIP

- 3.1. **Original Members**. A Governmental Unit that adopts and submits the Membership Resolution to join the Fencing Consortium before the Effective Date shall be considered an Original Member under this Agreement. A Governmental Unit is eligible to be an Original Member of the Fencing Consortium if it satisfies all of the following:
 - (a) Is a member of the Public Works Mutual Aid Pact;
 - (b) Is within the Seven County Metropolitan Area;
 - (c) Has submitted a Fencing Preplan prior to the Effective Date; and
 - (d) Has properly adopted and submitted a Membership Resolution prior to the Effective Date.

The Governmental Unit shall submit its Membership Resolution to the Chief of Police in the City of Crystal. The Membership Resolutions shall be transferred to the Board once it is formed. Membership Resolutions adopted after the Effective Date shall be sent to the Board.

- 3.2. **Additional Members**. After the Effective Date, a Governmental Unit may request to become an Additional Member of the Fencing Consortium if it satisfies the following:
 - (a) Is a member of the Public Works Mutual Aid Pact;
 - (b) Is located within the Seven County Metropolitan Area or within the Extended Membership Area as determined by the Board;
 - (c) Submits a Fencing Preplan;
 - (d) Submits the fully adopted Membership Resolution; and
 - (e) The Board votes to accept the Governmental Unit as an Additional Member.

Additional Members are required to pay a Surcharge to the Fencing Consortium in the amount determined by the Board, and to comply with such additional requirements as may reasonably be imposed by the Board.

3.3. **Exception**. The membership requirement to be a member of the Public Works Mutual Aid Pact is to establish a mechanism through which local public works staff can be utilized to assist in the mobilization and demobilization of the Fencing within the Governmental Unit. However, there are entities that do not have their own public works staff, desire to become a Member of the Fencing Consortium, and for which local support

can be provided through another Governmental Unit. Therefore, a Governmental Unit that does not have a public works department or public works employees is not required to be a member of the Public Works Mutual Aid Pact to be eligible to become a Member of the Fencing Consortium, provided the following are complied with to the extent applicable:

- (a) If the Governmental Unit is a joint undertaking among other Governmental Units, the community in which any of the Governmental Unit's buildings are located and to which its Fencing Preplan applies must be a member of the Public Works Mutual Aid Pact; or
- (b) If the Government Unit relies on the county sheriff's department as the primary source of law enforcement services, that county must be a member of the Public Works Mutual Aid Pact.
- 3.4. **Requirement of Good Standing**. Continued membership in the Fencing Consortium shall be contingent upon: paying the annual Member Assessment and any additional charges as determined by the Board as provided herein; making public works staff available to participate as members of the Deployment Team; and on-going compliance with the other requirements, terms, and conditions of this Agreement and the policies and procedures adopted by the Board.
- 3.5. **Withdrawing from Membership**. A Member may withdraw from the Fencing Consortium as provided in Article XI of this Agreement.

ARTICLE IV FENCING CONSORTIUM JOINT BOARD

- 4.1. **Established**. There is hereby established the "Fencing Consortium Joint Board." The Board shall consist of five Directors elected by the Members in accordance with this Article. Directors shall serve without compensation from the Fencing Consortium. The Director positions shall be assigned as follows:
 - (a) Two Directors representing law enforcement;
 - (b) One Director representing fire;
 - (c) One Director representing public works; and
 - (d) One Director representing emergency managers.
- 4.2. **Initial Directors**. The Board shall initially be comprised of the following Directors ("**Initial Board**"):

- (a) Ryan Murphy, Commander, Special Operations Unit, Saint Paul Police Department and Ryan Seibert, Chief of Police, City of Chaska, representing law enforcement;
- (b) Ward Parker, Assistant Chief Operations, City of Eden Prairie, representing fire;
- (c) Daniel Ruiz, Director of Operations & Maintenance, City of Brooklyn Park, representing public works; and
- (d) Doug Berglund, Director, Emergency Management, Washington County Sheriff's Office, representing emergency managers.

The Initial Board shall be responsible for Organizing the Board and the Fence Consortium. The Initial Board shall conduct an election in 2022 for Members to elect three Directors to the Board. An election will then be held in 2023 for Members to elect the remaining two Directors to the Board. Those elected in 2022 shall assume their positions effective on January 1, 2023 and those elected in 2023 shall assume their positions on January 1, 2024. The Initial Board shall determine which positions are up for election in 2022 and 2023, except the two law enforcement Director positions shall be elected in separate years.

- 4.3. **Director Eligibility**. To be eligible to be elected to the Board a person must be currently employed by a Member and actively serving in the profession the person is proposed to represent on the Board. If a Director loses eligibility to continue serving on the Board, the position shall be deemed vacant and the vacancy filled as provided herein.
- 4.4. **Term**. Each Director serves a two-year term commencing on January 1. The terms shall be staggered to minimize the number of Directors up for election in the same year. The Initial Board shall determine the terms and the staggering of the positions as part of adopting the bylaws. A vacancy in the office of Director shall be filled by appointment of the Board until the next election, at which time the position shall be up for election for the remainder of the term.
- 4.5. **Election of Directors**. The annual election of Directors shall occur in accordance with this Agreement and the bylaws established by the Board. This process is not subject to federal, state, or local election laws or procedures. Instead, the intent is to provide a reasonable means for Members to nominate candidates and to select those whom they wish to serve on the Board. Each Member in good standing when the nomination process begins has an opportunity to nominate people from its Governmental Unit for any or all the open positions on the Board. All persons nominated to a position must be eligible to represent that position on the Board. The Board shall collect the nominations and prepare a ballot to be distributed among the Members for a vote. Each Member in good standing shall have one vote on each open position. A Member must determine for itself who is authorized to submit nominations and cast the vote on its behalf. The name of the Member submitting the ballot must be on the ballot. The Board shall tabulate the votes and provide the Members a list of the persons elected to the Board. The conducting of

- the nomination and election process shall occur early enough in a year to allow the newly elected Directors to take their positions on the Board as of January 1.
- 4.6. **Director Duties**. Directors are responsible for carrying out the duties of the Board under this Agreement in a diligent and timely manner. If a Director fails to attend three consecutive Board meetings without reasonable cause, the Board may declare the office vacant and fill the position by appointment. The position will then be up for election at the next election for the remainder of the term.
- 4.7. **Board Officers**. Each year at its annual meeting the Board shall elect from among its Directors a Chair and a Vice-Chair. The Board shall also appoint a Secretary/Treasurer, which is not required to be selected from among the Directors. If the Secretary/Treasurer is not a Director, the person shall not have a vote. The Chair shall act as the presiding officer at Board meetings and the Vice-Chair shall act as the presiding officer in the absence of the Chair. The Secretary/Treasurer shall take the minutes of Board meetings and shall serve as the finance manager for the Fencing Consortium. The Board shall adopt by-laws to establish its own procedures, provided such procedures are consistent with the purposes of this Agreement.
- 4.8. **Board Meetings**. The Board shall hold regular meetings on the schedule as established in its bylaws. The Board may also hold special meetings as needed upon the call of the Chair or upon the written request of two Directors given to the Secretary/Treasurer. Meetings of the Board are subject to the Minnesota Open Meeting Law (Minnesota Statutes, chapter 13D). The Secretary/Treasurer shall inform all Directors of special meetings, maintain a schedule of the Board's regular meetings, and shall post notice of any special meetings on the bulletin board designated by the Board for such notices or, if a bulletin board is not designated, upon the outside door of the building in which the Board meets. The Board may hold emergency meetings and such other meetings as allowed by law. The Board shall hold an annual meeting in January or in such other month as designated by the Board. The annual meeting may be held together with a regular meeting.
- 4.9. **Voting**. A majority of the Directors (three) shall constitute a quorum of the Board to meet and conduct the business of the Board. Each Director shall have an equal, non-weighted, vote. Unless specifically indicated otherwise herein, a majority vote of the Directors present at a meeting, if at least a quorum is present, shall be required for the Board to take action on any issue that comes before it. A Director must be present at a meeting to vote and shall not vote by proxy. A Director may be considered present and vote from a remote location to the extent allowed under Minnesota Statutes, chapter 13D.

4.10. Powers of the Board.

(a) To take all actions necessary and convenient to discharge its duty to lease Fencing and to make it available to Members pursuant to the terms of this Agreement.

- (b) Establish policies and procedures for requesting, deploying, using, demobilizing, and returning the Fencing, and on such other operational matters as the Board may determines is appropriate. This power includes, but is not limited to, further refining the definition of Critical Incident as may be needed and otherwise identifying situations in which deployment of the Fencing is automatic and when it is discretionary with the Board.
- (c) Authorize one or more of its Directors to receive request from a Requesting Member and to issue a Call Out of the Fencing to a Critical Incident in accordance with established policies and procedures.
- (d) Obtain the Fencing initially by lease, or purchase with State appropriation, and then determine over time whether to purchase part or all of the Fencing provided under this Agreement. If the Fencing is purchased, to provide for its storage and deployment.
- (e) Select the notification system for the Call Out.
- (f) To adopt bylaws and rules or policies consistent with this Agreement as required to effectively exercise the powers, or accomplish the purposes, of the Fencing Consortium:
- (g) To interpret and apply the provisions of this Agreement in a manner that furthers its purpose and intent including, but not limited to, determining the eligibility of a Governmental Unit to become a Member;
- (h) To adopt an annual operating and capital budget, including a statement of sources of funding and allocation of costs to Members;
- (i) To establish a system to communicate budget and other information of interest to Members:
- (j) To enter into contracts in its own name;
- (k) Contract with an auditing firm to perform financial audits of the Fencing Consortium as the Board determines is appropriate;
- (l) To purchase any insurance and indemnity or surety bonds as necessary to carry out the purposes of this Agreement;
- (m) To seek, apply for, and accept appropriations (including legislative appropriations), grants, gifts, loans of money or other assistance as permitted by law from any person or entity, whether public or private;
- (n) To sue;

- (o) To annually charge and collect from Members a Member Assessment as needed to pay the on-going costs of the Fencing Consortium;
- (p) To determine and require the payment of a Surcharge by Additional Members joining the Fencing Consortium; and
- (q) To exercise all other powers necessary and incidental to carry out the purposes of this Agreement provided such powers are consistent with the purposes of the Agreement and are exercised in accordance with the applicable statutory powers of the Members.
- 4.11. **Powers Not Delegated**. The Members expressly reserve for themselves the following powers, which shall not be deemed delegated to, and may not be exercised by, the Board:
 - (a) Hire employees;
 - (b) Purchase real property;
 - (c) Issue bonds; or
 - (d) Undertake or otherwise perform any functions exceeding the general scope and purpose of this Agreement.
- 4.12. **Specific Duties of the Board**. The Board shall exercise the powers provided it under this Agreement to perform, in addition to the other duties provided for in this Agreement, the following specific duties:
 - (a) <u>Lease Fence</u>. The Board shall enter into a Lease with the Vendor to obtain the Fencing and trailer(s) for transporting the Fencing. The Board shall ensure it secures and maintains a sufficient length of Fencing to cover the Member with the longest Fencing lengths as shown on the Fencing Preplans, rounded up to the nearest 500 feet. Initially, the Board shall base the amount of Fencing on the Fencing Preplans submitted by the Original Members. As Additional Members join the Fencing Consortium, the Board shall consider the Fencing needs and may secure additional Fencing as it determines is needed.
 - (b) <u>Fence Storage and Transport</u>. The Lease shall require the Vendor to store the Fencing at a location agreeable to the Board, deliver the Fencing to the identified Staging Area upon the Board's request within the response timeframe identified in the Lease, and to address other transportation needs as specified in the Lease.
 - (c) <u>Select Notification System</u>. The Board shall select a Notification Systems that will be used by Directors to Call Out the Deployment Team to a Requesting Member's Governmental Unit.

- (d) Reports. The Board shall prepare and distribute such reports to the Members as the Board determines are necessary to keep them informed of the Fencing Consortium's activities. The Board shall determine the best method for distributing such reports.
- 4.13. **Office**. The initial office of the Fencing Consortium shall be selected by the Board. The Board may change the location of the office as it determines is appropriate. The Board will hold its meetings at the designated office, but may also meet at such other locations as it determines appropriate to carry out its duties.
- 4.14. **Disbursements**. Except as otherwise provided, all unbudgeted disbursements and expenditures of the Fencing Consortium shall be approved by the Board. All checks issued by the Fencing Consortium from its funds shall be co-signed by two Directors designated by the Board.
- 4.15. **Fiscal Agent**. The Board may appoint, and enter into agreements with, a fiscal agent for the Fencing Consortium and may change the fiscal agent from time to time as it deems necessary. The fiscal agent may be a Member Governmental Unit. The Board may delegate authority to the fiscal agent to act on its behalf as the Board deems appropriate and in accordance with applicable laws.

ARTICLE V DEPLOYMENT OF THE FENCING

- 5.1. Automatic Deployment. The Fencing shall be made available for automatic deployment upon the occurrence of a Critical Incident in a Member's Governmental Unit. The Requesting Member shall notify a Director of a Critical Incident and a Director shall utilize the designated Notification System to Call Out the Deployment Team for deployment of the Fencing. The Deployment Team shall then respond to the Requesting Member to unload and assemble the Fencing at the Deployment Site. The process to request deployment and demobilization of the Fencing shall occur in accordance with this Agreement and the policies and procedures adopted by the Board. The Deployment Team Manager shall be responsible for coordinating the deployment and demobilization of the Fencing.
- 5.2. **Requesting Member Obligations**. A Requesting Member requesting deployment of the Fencing for a Critical Incident occurring in the Member's jurisdiction shall be responsible for the following:
 - (a) Providing security for the Deployment Team while it is conducting its work at the Deployment Site;
 - (b) Provide any equipment that may be needed to deploy or demobilize the Fencing that is not provided by the Vendor;

- (c) Pay the Vendor charges for the actual use of the Fencing. Such payments are to be made directly to the Vendor unless directed otherwise by the Board;
- (d) Providing food, water, first aid, and similar support to the Deployment Team as may reasonably be needed;
- (e) Contacting the Board or the Board's designee if there are any issues with the Fencing once it is in place; and
- (f) Complying with Board policies and procedures applicable to a Requesting Member, including avoiding any activities that may unreasonably damage the Fencing or expose the Deployment Team to an unreasonable risk.
- 5.3. **Discretionary Deployment**. A Member may make a request to the Board for the deployment of the Fencing in the Member's Governmental Unit for an event or occurrence other than a Critical Incident. The deployment of the Fencing for something other than a Critical Incident is left to the sole discretion of the Board. The Board shall consider all such requests at a meeting and determine whether to approve the Member's request. The Board shall adopt criteria or standards for determining when to allow the discretionary deployment of the Fencing and the requesting Member's obligations if the request is approved. The Board may delegate the authority to one or more Directors to determine whether to allow the discretionary deployment of the Fencing based on the criteria established by the Board.
- 5.4. **Non-Member Deployment**. The Board shall adopt standards and requirements for determining whether to allow the deployment of the Fencing in response to a Critical Incident that occurred in a non-member Governmental Unit. Nothing in this Agreement obligates the Fencing Consortium to deploy the Fencing to a non-member Governmental Unit.
- 5.5. **No Guarantee**. The Members understand and agree the deployment of the Fencing by the Deployment Team is a cooperative undertaking and that the Fencing Consortium cannot guarantee a certain response time or make any representations or warranties regarding response times, the Fencing, its assembly, or effectiveness. The Deployment Team will endeavor to respond as quickly as possible to a Critical Incident and to place the Fencing as shown in the Requesting Member's Fencing Preplan as provided in this Agreement and in accordance with Board policies and procedures.
- 5.6. **Demobilization**. The Member who receives the Fencing in response to a Critical Incident shall work with the Fencing Consortium to determine when to initiate the demobilization of the Fencing from the Deployment Site. For a discretionary deployment of the fence, the demobilization date shall be determined prior to the deployment. The Deployment Team shall be responsible for disassembling the Fencing as part of the demobilization. The Board shall establish such procedures and policies as may be needed to address the demobilization of the Fencing. The Board has the authority to recall the Fencing from a Member if it determines there is a more critical need for the Fencing in

another Governmental Unit that cannot be fulfilled by the remaining Fencing held by the Fencing Consortium.

ARTICLE VI MEMBERSHIP COSTS AND ASSESSMENTS

- 6.1. **Original Member Costs**. Each Original Member shall be responsible for paying a share of the Fencing costs based on the length of fence indicated in its Fencing Preplan as a percentage of the total amount of initial Fencing to be leased by the Board. The Board shall determine the amount each Original Member is required to pay and provide each an invoice together with a sheet showing the division of costs. Invoice shall be paid within 45 days of receipt.
- 6.2. Additional Member Costs. Each Additional Member shall be required to pay their share of the Fencing costs calculated as if they were an Original Member. Each Additional Member shall also be required to pay a Surcharge in the amount determined by the Board. The Surcharge is to pay the Additional Member's portion of the Member Assessment, any buy-in costs to cover a share of the Fencing and related costs, and to partially reimburse the costs paid by the existing Members. The Board shall apply the buy-in amounts collected to reduce the future charges to the existing Members.
- 6.3. **Member Assessments**. In addition to the initial Fencing costs each Member is required to pay, Members shall also be assessed for the on-going costs to operate and maintain the Fencing Consortium. These operational costs will be divided based on the Fencing costs formula and paid by each Member as a Member Assessment. The formula shall take into account the total length of Fencing held by the Fencing Consortium and then divided by the length of each Member's Fencing needs as indicated in the Fencing Preplan. The Board shall, as part of the annual budget, determine the total amount of the Member Assessments and the specific amount to be assessed each Member to pay the anticipated Fencing Consortium costs in the upcoming year.
- 6.4. **Payment of Member Assessments**. The Fencing Consortium shall invoice Members for their Member Assessment amount for the upcoming year. Invoices are to be sent no later than January 15th in the year for which the assessment is being imposed. Members shall pay their invoices in full within 45 days from the date of the invoice.
- 6.5. **Default**. Any Member who breaches or otherwise fails to comply with the terms and conditions of this Agreement including, but not limited to, failure to pay its Member Assessment in full by the due date, shall be considered in default of this Agreement. Any dispute regarding whether a Member is in default shall be determined by a vote of the Board. A Member shall not be considered in default until it has been notified in writing by the Board of the condition placing it in default. The notice of default shall indicate the Member is not in good standing and may be expelled if the default is not cured within 90 days. If a Member fails to fully cure a default within 90 days of the notice of default, the Board may issue a written notice of expulsion from the Fencing Consortium. Upon such notice, the Governmental Unit is no longer a Member of the Fencing Consortium as if the

Governmental Unit voluntarily elected to terminate its membership in the Fencing Consortium as provided herein.

ARTICLE VII MEMBER STAFFING REQUIREMENTS

- 7.1. **Public Works Staff**. Each Member is expected to assign member(s) of its public works staff to serve on the Deployment Team to train with the Fencing and to participate in the unloading, assembly, and demobilization of the Fencing at a Deployment Site. The providing of public works staff is through the Public Works Mutual Aid Pact and is at each Member's own cost.
- 7.2. **Training**. The Deployment Team shall train with the Fencing at least three times a year to familiarize the Deployment Team with the Fencing and to help ensure its rapid assembly at a Deployment Site in response to a Call Out. The Board shall work with the Deployment Team to determine a reasonable training schedule that does not negatively impact their regular duties.
- 7.3. **Employees**. The members of the Deployment Team are not employees of the Fencing Consortium. The assigned members shall remain employees of their Governmental Unit for all purposes including, but not limited to, workers' compensation coverage.
- 7.4. **Equipment**. Any damage to or loss of Member equipment utilized by the Deployment Team shall be addressed as provided in the Public Works Mutual Aid Pact.
- 7.5. **Liability**. Liability for the acts of the Deployment Team when responding to a Call Out shall be addressed in accordance with the terms of the Public Works Mutual Aid Pact. For the purposes of the Public Works Mutual Aid Pact, the Requesting Member shall be the "Requesting Party" and each of the Members assigning personnel to the Deployment Team shall be a "Sending Party."

ARTICLE VIII BUDGETING AND FINANCIAL REPORTING

- 8.1. **Fiscal Year**. The fiscal year of the Fencing Consortium is the calendar year.
- 8.2. **Annual Budget**. The Board shall prepare and adopt an annual budget as provided in this section.
 - (a) <u>Proposed Budget</u>. The Board shall prepare and approve a proposed budget for the upcoming fiscal year. The proposed budget shall account for all anticipated costs in

- the upcoming year and indicate the amounts proposed to be assessed to the Members.
- (b) Notice to Members. The Board shall adopt a proposed budget and distribute it to the Members by no later than June 1st each year. Members may submit written comments to the Board regarding the proposed budget by no later than July 1st.
- (c) <u>Final Budget</u>. The Board shall consider the comments received from Members and shall act to adopt a final budget by no later than August 31st. The Board shall distribute a copy of the adopted annual budget to the Members. To reduce administrative costs given the potential number of Members, the Board may send notices and otherwise communicate with Members using email messages in lieu of mailing.

ARTICLE IX INSURANCE AND INDEMNIFICATION

- 9.1 **Insurance**. The Fencing Consortium shall purchase and maintain such insurance policies as the Board determines is necessary and appropriate to cover the Fencing Consortium, the Board, its operations, and, if required, the Fencing. By purchasing insurance the Members, the Fencing Consortium, and the Board do not waive, and shall not be construed as having waived, any exemptions, immunities, or limitations on liability provided by any applicable Minnesota Law, including Minnesota Statutes, Chapter 466 and section 471.59, subdivision 1a. Any uninsured liabilities incurred by the Fencing Consortium shall be paid by the Members in the same percentage as their Member Assessments as set out in this Agreement.
- 9.2 **Director Indemnification**. The Fencing Consortium shall defend and indemnify its Directors from any claim or damages levied against a Director arising out of the Director's lawful acts or omissions made or occurring in the good faith performance of their duties on the Board. The Fencing Consortium is not required to indemnify a Director for any act or omission for which the Director is guilty of malfeasance, willful neglect of duty, or bad faith.
- 9.3 **Member Indemnification**. The Fencing Consortium shall hold the Members harmless, individually and collectively, and will defend and indemnify the Members for any claims, suits, demands or causes of action for any damages or injuries based on allegations of negligence or omissions by the Fencing Consortium. The Fencing Consortium's duty to indemnify does not constitute, and shall not be construed as, a waiver by either the Fencing Consortium or any or all Members of any exemptions, immunities, or limitations on liability provided by law or of being treated as a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a.
- 9.4 **Liability**. To the fullest extent permitted by law, this Agreement and the activities carried out hereunder thereof are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Members that they, together with the Board, shall be

deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a. For purposes of the statute, each Member to this Agreement expressly declines responsibility for the acts or omissions of the other Members.

SECTION X DISPUTE RESOLUTION

- 10.1 **Dispute Resolution Process**. The Members agree to engage in good faith to attempt to resolve any disputes that may arise over the establishment, operation, or maintenance of the Fencing Consortium. If a dispute is not resolved informally, the Members agree to use the following process to attempt to resolve any dispute they may have related to the Fencing Consortium.
 - (a) Written Notice of Dispute. Any Member with a dispute regarding the Fencing Consortium or the Board may submit a written explanation of its dispute to the Fencing Consortium and to each Member. The Board shall make the email list of Members available for the purpose of providing this notice. The explanation of the dispute must be detailed, not repetitive of a dispute already addressed by the Board regarding the same Member, relate directly to a matter within the scope of the Fencing Consortium or of the Board's powers, and must suggest a solution.
 - (b) Review and Response by Board. Upon the Fencing Consortium's receipt of a written dispute it shall be placed on the agenda of the Board's next scheduled regular meeting for consideration. The Board shall respond in writing to all properly submitted disputes within three months and shall provide each Member a copy of its response.
 - (c) Mediation. If the Member with the dispute is not satisfied with the Board's response, it may file a written request with the Board for mediation. If the Member and the Board are not able to mutually agree on a mediator, the Member and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.
 - (d) <u>Binding Arbitration</u>. If the dispute is not resolved in mediation, the aggrieved Member and the Board may agree to submit to a binding arbitration process. The arbitration shall be conducted in accordance with Minnesota Statutes, chapter 572B following the Commercial Arbitration Rules of the American Arbitration Association, unless the Board and the Member agree to follow different rules. The Members and the Board agree the decision of the arbitrator shall be binding on the Fencing Consortium and its Members.

SECTION XI WITHDRAWAL OF A MEMBER

- 11.1 **Process.** A Member may withdraw from the Fencing Consortium by providing written notice to the Board of its intent to withdraw. To avoid a withdrawal from interrupting the on-going payments for the costs of the Fencing, the effective date of the withdrawal will depend on its timing with respect to the Board's work to set the budget for the upcoming year. If the Board receives the withdrawal notice prior to May 1st in a year, the effective date of the withdrawal will be December 31st of the same year. If the Board receives the notice after May 1st, the withdrawal will be effective December 31st of the following year.
- 11.2 **Effect of Withdrawal**. The withdrawing Member shall be responsible for paying its full Member Assessment for the full year in which the withdrawal is effective. Recognizing the Fencing Consortium is an ongoing concern, the Members agree the withdrawing Member shall not receive any reimbursement of the amounts it has paid and is not entitled to any share in the assets of the Fencing Consortium. Upon the effective date of the withdrawal, the former Member shall no longer be considered a Member under this Agreement.

SECTION XII DISSOLUTION OF FENCING CONSORTIUM

- 12.1 **Dissolution Process**. The Fencing Consortium may only be dissolved by a joint resolution approved by four-fifths of the then current Members or by a unanimous vote of the entire Board on a dissolution resolution. Dissolution shall not be effective for at least six months from the adoption the resolution unless an earlier dissolution date is approved as part of the resolution. Prior to the effective date of the dissolution, the Board shall use the Fencing Consortium's assets to pay its outstanding obligations. If the assets on hand are not sufficient to pay all outstanding obligations, the Board shall impose a Member Assessment to collect sufficient funds to pay the outstanding amounts. The Board shall divide the amount needing to be collected by a Member Assessment using the same formula for other Member Assessments. The Fencing Consortium shall not be finally dissolved until its outstanding obligations are paid in full.
- 12.2 **Distribution of Assets and Property**. Upon dissolution, the Board shall distribute any remaining assets to the Members in proportion to the Member Assessment of each Member in effect as of the date of dissolution. The Board shall have the power to determine the best method for distributing the assets and to decide any disputes that may arise among the Members concerning such distribution.

SECTION XIII MISCELLANEOUS PROVISIONS

13.1 **Official Copy**. This Agreement is being entered into through the adoption by each Member and the Membership Resolution. The Board shall maintain the official copy of this Agreement and maintain a list of the Original Members and the Additional Members.

- The official copy shall constitute the Agreement, which shall be binding on all of the Members.
- 13.2 **Data Practices**. The Fencing Consortium shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act ("Act"). The Vendor shall be required to comply with the Act as provided in Minnesota Statutes, section 13.05. The Vendor shall be required to notify the Board if it receives a data request and to work with the Fencing Consortium to respond to it.
- 13.3 **Notices**. Any notice required or permitted to be given to the Fencing Consortium under this Agreement shall be given in writing, and shall be sent by first class mail to its current address. Notice to each Member shall be given in writing by first class mail or email to the Member's chief of police or other designated contact person.
- 13.4 **Waiver**. The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.
- 13.5 **Governing Law**. The respective rights, obligations and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 13.6 **Headings and Captions**. The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.
- 13.7 **No Third-Party Rights**. This Agreement is entered into for the sole benefit of the Members and no other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
- 13.8 **Good Faith**. Each Member shall act in good faith. In exercising its rights and fulfilling its obligations under this Agreement, each party acknowledges that this Agreement contemplates cooperation between and among the parties.
- 13.9 **Entire Agreement**. This Agreement, including the recitals and all of the Membership Resolutions, contains the entire understanding between the Members concerning the subject matter hereof.
- 13.10 Amendments. Amendments to this Agreement may be proposed by the Board or by at least 10% of the Members submitting a proposed amendment to the Board. The Board shall forward proposed amendments to the Members in the form of an amendment resolution. The Board will only forward amendments proposed by Members if it determines the proposed amendments are lawful and not contrary to the primary purposes of this Agreement. Members adopting the amendment resolution shall return a copy of

the executed resolution to the Board. A proposed amendment shall be considered approved if the amendment resolution is adopted by at least 90% of the then current Members.

- 13.11 **Examination of Books**. Pursuant to Minnesota Statutes, section 16C.05, Subd. 5, the books, records, documents and accounting procedures and practices of the Fencing Consortium and the Vendor are subject to examination by the State. Members may examine the financial records of the Fencing Consortium upon reasonable request.
- 13.12 **Recitals and Exhibits Incorporated**. The recitals contained herein, and the Membership Resolutions, are incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the Members have, by adoption and execution of the Membership Resolution, entered into this Agreement as of the Effective Date or, if an Additional Member, as of the date of acceptance by the Board of the Membership Resolution.

[A list of all Members is maintained by the Fencing Consortium.]

1	EXTRACT OF MINUTES OF MEETING
2	OF THE
3	CITY COUNCIL OF THE CITY OF ROSEVILLE
4	
5	* * * * * * * * * * * * * * * * * *
6 7 8 9	Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 27 th day of February 2023, at 6:00 p.m.
10 11 12	The following members were present: Etten, Groff, Schroeder, Strahan, and Mayor Roe. and the following were absent: None.
13 14 15	Member introduced the following resolution and moved its adoption:
l6 l7	RESOLUTION No.
18	DECOLUTION ADOPTING THE PENGING CONCORTIUM LOINT DOWEDS
19 20	RESOLUTION ADOPTING THE FENCING CONSORTIUM JOINT POWERS AGREEMENT
20 21	AGREEVIEN
22 23	WHEREAS, the governmental units in the state have experienced an increase in incidences of civil unrest with violent and destructive actors who pose a threat to the public, public personnel,
24	buildings, and critical infrastructure; and
25	WHEDEAC the First Amendment of the Heited States Constitution must state for dome of
26 27 28	WHEREAS, the First Amendment of the United States Constitution protects the freedom of speech, the press, and the right of the people peaceably to assemble, and to petition the government for a redress of grievances; and
29	WHEREAC
30 31 32	WHEREAS, recent experience has shown that the use of anti-scale fencing has greatly de- escalated tension between law enforcement and protesters; and
33 34 35 36	WHEREAS, by de-escalating the tension, the anti-scale fencing helps to reduce the trauma on the community, improve the safety for all, minimize the impact on neighboring properties, and reduce the community resources that have to be committed to such events; and
37 38 39	WHEREAS, governmental units have recognized the need to have ready access to anti-scalable fencing as a tool for de-escalation and community safety while protecting against violent and destructive actors; and
10 11 12	WHEREAS, the best means for a governmental unit to access such fencing in a timely and cost-effective manner is to work cooperatively with other governmental units; and
13 14 15	WHEREAS, the Fencing Consortium Joint Powers Agreement ("Fencing JPA"), which is incorporated herein by reference, establishes a joint board to obtain and make available to

46	members anti-scalable fencing in response to critical incidences, sets out the powers of the joint							
47 48	board, requires members to pay their share of the fencing costs and operational costs of the Fencing Consortium, requires members to provide staffing to assemble and disassemble the							
49	_	as part of the Public Works Mutual Aid Pact, and otherwise provides for the operation of						
50	the Fenc	the Fencing Consortium as a joint powers entity; and						
51								
52		AS, the governmental unit is a member of the Public Works Mutual Aid Pact and is						
53	otherwis	e eligible to adopt the Fencing JPA; and						
54								
55		AS, it is in the best interests of the community to become a member and participate in						
56	the Fenc	ing Consortium.						
57 58	NOW T	HEDEEODE DE IS DESOLVED by the Describe City Council that						
50 59	NOW, I	HEREFORE, BE IS RESOLVED, by the Roseville City Council that:						
60	1. The	Fencing JPA is hereby approved and adopted.						
61	1. 1110	t enemig vi i i is nereo, approved and adopted.						
62	2. The	City Manager is authorized and directed to make nominations and to cast votes on						
63		ons to be elected to the Fencing Consortium Board of Directors.						
64								
65	3. Staff	are authorized and directed to do each of the following:						
66								
67	a							
68		indicate membership in the Fencing Consortium;						
69 70	1	. Designate a primary and secondary point of contact for the Fencing Consortium for						
71	U	administrative purposes.						
72		administrative purposes.						
73	C	. Coordinate with the other Fencing Consortium members and the Board on the						
74	C	selection of staff from the public works department to serve on the fencing						
75		deployment team; and						
76								
77	d	. To take such other actions as may be needed to carry out the intent of this Resolution						
78		and as may be required under the terms of the Fencing JPA.						
79								
80								
81								
82								

83				
84	The motion for the adoption of the foregoing resolution was duly seconded by	y Mem	ıber	,
85	and upon a vote being taken thereon, the following voted in favor thereof:	,	,	,
86	, and Mayor .			
87	and the following voted against the same: .			
88				
89	WHEREUPON said resolution was declared duly passed and adopted.			
90				

91 92	
93	
94	STATE OF MINNESOTA)
95) SS COUNTY OF RAMSEY)
96	COUNTY OF RAMSEY)
97	
98	
99	I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of
100	Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and
101	foregoing extract of minutes of a regular meeting of said City Council held on the 27 th day of,
102	February, 2023 with the original thereof on file in my office.
103	
104	WITNESS MY HAND officially as such Manager this 27th day of February, 2023
105	
106	
107	
108	SEAL
109	
110	
111	Patrick J. Trudgeon, City Manager



February 27, 2023 Date: 10.a

Item No.:

Department Approval

Michelle Litrick

City Manager Approval

Item Description: Approval of Payments

BACKGROUND

4

5

State Statute requires the City Council to approve all payment of claims. The following summary of

claims has been submitted to the City for payment. 3

Check Series #	Amount
ACH Payments	\$623,726.26
105877-106014	\$1,079,025.54
Total	\$1,702,751.80

A detailed report of the claims is attached. City Staff has reviewed the claims and considers them to 6

be appropriate for the goods and services received.

POLICY OBJECTIVE 8

Under MN State Statute, all claims are required to be paid within 35 days of receipt.

BUDGET IMPLICATIONS 10

All expenditures listed above have been funded by the current budget, from donated monies, or from 11

cash reserves. 12

RACIAL EQUITY IMPACT SUMMARY 13

N/A 14

17

STAFF RECOMMENDATION 15

Staff recommends approval of all payment of claims. 16

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted 18

Prepared by: Joshua Kent - Assistant Finance Director

A: Checks for Approval Attachments:

Bank Reconciliation

Board Audit

User: Joshua.Kent

Printed: 02/22/2023 - 8:19AM Date Range: 02/03/2023 - 02/21/2023

Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 100 General				
Department: 00 Ge	neral Function			
0	USPCA-CC	Membership Renewal	02/13/2023	50.00
		Total for Department: 00 Genera	l Function	50.00
Department: 01 Ge	neral Government			
0	Erickson, Bell, Beckman & Quinn P.A.	Legal Services - Prosecution	02/08/2023	14,992.00
0	Fed Ex-CC	Freight	02/13/2023	22.60
0	Fikes, Inc.	Bathroom Supplies	02/08/2023	509.98
0	Fikes, Inc.	2 Mil Black Roll	02/15/2023	235.52
0	FleetPride	Grease 14 oz Synthetic Blend	02/08/2023	142.56
0	Gallup-CC	Training - Admin Team Strength Finds	02/13/2023	399.92
0	Innovative Office Solutions	Office Supplies	02/15/2023	614.75
0	Jeff's S.O.S. Drain & Sewer Cleaning	Jetting of 7 drains, 4 hours labor	02/08/2023	1,150.00
0	Kath Fuel Oil Service, Inc.	Fill Generator	02/15/2023	759.44
0	League of MN Cities-CC	LMC Training for Council Member Sc	02/13/2023	350.00
0	Lunds & Byerlys-CC	2023 New City Council Party	02/13/2023	69.99
0	McGough Property Management, LLC	Facility Management 1/2-1/29/23 Labo	02/08/2023	4,832.30
0	Metropolitan Council	Mis-payment to be reimbursed	02/15/2023	14.25
0	Personnel Concepts-CC	Posters	02/13/2023	179.91
0	Time Saver Off Site Secretarial, Inc.	Secretarial Service Jan 2023	02/15/2023	819.10
0	Volgistics-CC	Volunteer Database	02/13/2023	234.00
0	Yale Mechanical	Winter Maintenance	02/08/2023	1,155.00
0	Yale Mechanical	Winter Maintenance	02/15/2023	1,155.00
105879	ARAMARK Services	Silver Water Filter	02/08/2023	156.86
105895	Huebsch, Inc.	Mat Brush	02/08/2023	828.88
105896	Hunt Electric Corp	Repaired 3 outlets in garage area, adde	02/08/2023	3,844.72
105906	League of MN Cities	Wayne Groff - Intro to Race Equity	02/08/2023	45.00
105910	MAMA-Metropolitan Area Managemen	Patrick Trudgeon: Luncheon Costs - M	02/08/2023	25.00
105914	Metropolitan Courier Corp.	Services Jan 2023	02/08/2023	796.39
105928	Shred-N-Go, Inc.	Admin January 2023 Recycling Charg	02/08/2023	64.08
105931	St. Paul Pioneer Press	Ad 0071493705	02/08/2023	8.46
105932	Suburban Rate Authority	2023 Membership Assessment	02/08/2023	1,916.00
105961	David R. Cantu	MFSA, DCAP, MFSA-DCAP, COBR	02/15/2023	385.50
105978	League of MN Cities	2023 Safety & Loss Control Workshop	02/15/2023	35.00
105982	Linn Building Maintenance	February 2023 Cleaning Services	02/15/2023	8,626.00
105989	NFP Insurance Services, Inc.	BSWIFT Fee, ACA Fee Renewal	02/15/2023	1,913.00
105993	Postmaster-Mailing Requirements	For Deposit to PI 2437	02/15/2023	290.00
105997	Redpath and Company LLC	2022 Audit	02/15/2023	8,140.00
106004	St. Paul Pioneer Press	Account #572528, Bill Period 1/1 - 1/3	02/15/2023	33.32
106008	Top Notch Sewer & Drain Cleaning, In	Fire Station & City Hall Preventative 1	02/15/2023	630.00
106012	Vault Health	DOT Urine Drug Screen, Annual Subs	02/15/2023	715.04
106014	Zan Associates	Professional Services through Jan 27, 2	02/15/2023	8,134.00
		Total for Department: 01 Genera	l Government	64,223.57
Department: 02 Pu	blic Safety			
0	Adam's Pest Control Inc	Prevention Service	02/08/2023	139.80
0	Amazon.com- CC	Towels	02/13/2023	374.19
0	Apple-CC	iCloud Storage	02/13/2023	0.99

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	BCA-CC	BCA Training Connor Hallgren	02/13/2023	375.00
0	Bio-Tec-CC	Squad Decontamination	02/13/2023	150.00
0	Car Wash Partners	Vehicle Washes	02/08/2023	32.21
0	Chipotle- CC	Academy Out of City Lunch	02/13/2023	46.28
0	City Auto Glass-CC	Windshield Replacement	02/13/2023	466.41
0	Costco-CC	Grocery	02/13/2023	87.24
0	Emergency Automotive Tech Inc	Vehicle Repairs - Fire Ford Expedition	02/15/2023	436.25
0	ESRI, Inc.	ArcGIS 2023	02/08/2023	141.40
0	FBI National Academy-CC	Dues	02/13/2023	115.00
0	Fikes, Inc.	Bathroom Supplies - Fire	02/08/2023	34.50
0	Galls Inc-CC	Explorers Gear	02/13/2023	2,236.11
0	Greenhaven Printing	Crime Victim Foldover Cards	02/15/2023	436.50
0	House of Coates-CC	Out of City Lunch	02/13/2023	63.55
0	Innovative Office Solutions	Office Supplies	02/15/2023	346.96
0	Jefferson Fire & Safety, Inc.	Flourine Free Foam	02/08/2023	900.00
0	Jersey Mikes Subs-CC	Out of City Training Lunch	02/13/2023	53.67
0	Masa Consulting, Inc.	Support Services Jan 2023	02/08/2023	1,800.00
0	MN CIT-CC	Training	02/13/2023	900.00
0	Mn Law Enforcement-CC		02/13/2023	150.00
ů.	MN State Fire Chiefs-CC	MN Law Enforcement Explorer Assoc	02/13/2023	
0		Membership Renewal		520.00
0	Mytasystem-CC	Membership Dues	02/13/2023	300.00
0	no-reply-CC	Training - Bagels	02/13/2023	21.71
0	Northern Star Scouting-CC	Yearly Registration Fee for Post	02/13/2023	1,015.00
0	Primary Products-CC	Gloves	02/13/2023	308.38
0	Safe Life Defense-CC	Carrier	02/13/2023	178.85
0	Secretary of State-CC	Online Notary Commission	02/13/2023	120.00
0	Streicher's	Patrol Uniform	02/15/2023	27,067.67
0	Suburban Ace Hardware-CC	Screws	02/13/2023	4.86
0	Target- CC	Patrol Operating Supplies	02/13/2023	23.72
0	Wasp Bar Code-CC	Patrol Operating Supplies	02/13/2023	291.02
0	Xcel Energy	Jan Xcel Billings	02/15/2023	85.57
105877	All State Communications, Inc.	2022 Fire Alarm Inspection	02/08/2023	565.00
105880	Aspen Mills Inc.	Clothing	02/08/2023	159.98
105882	AT&T Mobility	Wireless Service Acct 287284171528	02/08/2023	1,335.08
105890	Galls, LLC	Belt Keepers	02/08/2023	13.64
105905	Language Line Services	Over-the-Phone Interpretation	02/08/2023	75.37
105912	Martin McAllister, Inc.	Public Safety Assessments	02/08/2023	2,400.00
105915	MN Fire Service Certification Board	Ella DeVine Haz Mat Operations & Fi	02/08/2023	304.50
105926	SFM	Fire Indemnity Charges Jan 2023	02/08/2023	3,527.06
105940	Verizon	Dec 9 - Jan 8 Phones	02/08/2023	2,848.44
105946	TK Elevator Corp.	Contract Maintenance	02/10/2023	490.47
105950	Aspen Mills Inc.	Patrol Uniform	02/15/2023	539.49
105951	Axon Enterprise, Inc.	Electronic Equipment	02/15/2023	60,460.89
105952	BCA	MNJIS One-day basic operator training	02/15/2023	25.00
105955	City Auto Glass	Windshield Repair	02/15/2023	80.00
105958	Como Park Animal Hospital	Medical Exam, Boarding	02/15/2023	1,502.03
105964	Forest Lake Sportsmen's Club	Patrol Training	02/15/2023	720.00
105966	Galls, LLC	Reserves Bags	02/15/2023	702.40
105967	Global Equipment Company, Inc.	Magnetic Glass Whiteboards	02/15/2023	796.84
105972	Jared Nixon	Money Laundering - Christine Marston	02/15/2023	180.00
105976	Justin Michael Miller	Background Investigations Training - J	02/15/2023	300.00
105977	Language Line Services	Over-the-phone Interpretation	02/15/2023	243.16
105978	League of MN Cities	Peace Officer Accredited Training Onl	02/15/2023	5,760.00
105980	LexisNexis Risk Data Management, Inc	2	02/15/2023	250.00
105982	Linn Building Maintenance	February 2023 Cleaning Services	02/15/2023	1,400.00
		_		
105983	Marie Ridgeway LICSW. LLC	Mandatory Check-in Alaina Carrion	02/15/2023	120.00
105984	Martin McAllister, Inc.	Public Safety Assessment	02/15/2023	625.00
105985	Master Technology Group	Troubleshoot Video System, Labor, Va	02/15/2023	322.13
105986	Minnesota Occupational Health	Exam, EKG, Drug Screen, X-ray, Aud	02/15/2023	382.00
105996	Ramsey County	Fleet Support Fee for January	02/15/2023	33,864.33
106008	Top Notch Sewer & Drain Cleaning, In		02/15/2023	870.00
100000	TransUnion Risk and Alternative	January 2023 Billing	02/15/2023	336.10
106009 106013	Verizon	Junuary 2025 Bining		2,160.54

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Total for Department: 02 Public	Safety	162,582.29
Department: 03 Pu	blic Works			
0	Airgas USA, LLC	DFSR Acculock S MDX-250 MIG GU	02/08/2023	35.98
0	Amazon.com- CC	Sand Blasting Abrasive	02/13/2023	161.98
0	Apple-CC	iCloud Storage	02/13/2023	1.98
0	Arnold's-CC	Plow Joystick Cables	02/13/2023	272.31
0	AutoZone-CC	Auto Supplies	02/13/2023	100.36
0	Corporate Connection, Inc.	Jacket w/ embroidery	02/08/2023	184.49
0	ESRI, Inc.	ArcGIS 2023	02/08/2023	1,585.70
0	Factory Motor Parts, Co.	Engine Oil Pres	02/15/2023	43.95
0	Fastenal Company Inc.	Parts	02/15/2023	155.71
0	Force America Distributing	Adapters	02/08/2023	9,188.79
0	Kath Fuel Oil Service, Inc.	Fuel	02/15/2023	809.68
0	McMaster-Carr	Screws, Locknuts	02/15/2023	39.07
0	Midway Ford Co.	FO*G Kit - TP	02/15/2023	101.18
0	Midwest Transmission-CC	Auto Parts	02/13/2023	360.01
0	Suburban Ace Hardware-CC	Tank Sprayer Ortho	02/13/2023	32.20
0	T. A. Schifsky & Sons, Inc.	Yard Purchases 1/22 to 1/28/23	02/08/2023	801.00
0	Xcel Energy	Jan Xcel Billings	02/15/2023	14,802.56
105878	Allstate Peterbilt of South St. Paul	Filters	02/08/2023	20.38
105881	Astleford International	Rod, Cross Link Assembly, Bushing S	02/08/2023	418.53
105884	Cintas Corporation	Clothing	02/08/2023	39.64
105891	Gary Carlson Equipment, Corp.	Wacker 500005496, Oil	02/08/2023	176.10
105893	H & L Mesabi Company	Carbide Drag Shoe	02/08/2023	4,800.00
105900	Jeff Belzers Roseville Chrysler Dodge.	Nozzle	02/08/2023	919.08
105904	K-Tech Specialty Coating, Inc.	BEET HEET Concentrate	02/08/2023	2,321.76
105911	Mansfield Oil Company	2/1/23 - 1/31/24 Blanket PO for Fuel;	02/08/2023	12,124.38
105917	MSSA	2 Annual Memberships	02/08/2023	150.00
105921	Precision Landscape & Tree,Inc	Tree Removal	02/08/2023	3,034.00
105926	SFM	Streets Indemnity Charges Jan 2023	02/08/2023	3,976.55
105933	Suburban Tire Wholesale, Inc.	Lifemaster SKZ SD	02/08/2023	4,052.00
105954	Cintas Corporation	Clothing	02/15/2023	39.64
105959	Curtis A Finch	January 2023 Services - 678 Terrace D	02/15/2023	129.00
105973	Jeff Belzers Roseville Chrysler Dodge.	Replaced Fuel Tank	02/15/2023	1,598.63
105981	Liberty Tire Services, LLC	Tire Services	02/15/2023	425.83
105988	Napa Genuine Parts, Co	Auto Accessories	02/15/2023	56.15
106007	Suburban Tire Wholesale, Inc.	HERC STRONG GUARD	02/15/2023	391.64
		Total for Department: 03 Public	Works	63,350.26

Total for Fund:100 General Fund

290,206.12

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 101 Genera Department: 02 Pt				
0 105974	Norwood Inn & Suites-CC John Alan Roberto	Donations (homeless outreach) Custom Mugs	02/13/2023 02/15/2023	132.46 257.70
		Total for Department: 02 Pu	blic Safety	390.16
		Total for Fund:101 General I	Fund Donations	390.16

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 103 Contrac	eted Engineering Svcs			
Department: 00 Ge	eneral Function			
0	Short Elliott Hendrickson, Inc.	Project #167212 Roseville ATT LTE 5	02/15/2023	740.20
105901	JMI, LLC	Escrow Control Escrow Refund for EC	02/08/2023	3,210.00
105957	Commercial Partners Title, LLC	Escrow Control Escro Refund for EC2	02/15/2023	100,000.00
		Total for Department: 00 Genera	l Function	103,950.20
		Total for Fund:103 Contracted E	ngineering Svcs	103,950.20

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 104 Accour	nting Services eneral Government			
0	Phil Weix	CPFO Membership Fee	02/08/2023	600.00
		Total for Department: 01	General Government	600.00
		Total for Fund:104 Acco	unting Services	600.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 110 Teleco	mmunications			
Department: 01 C	General Government			
105885	CivicPlus	CivicClerk Annual Fee- Agenda and N	02/08/2023	21,370.52
105940	Verizon	Dec 9 - Jan 8 Phones	02/08/2023	87.70
		Total for Department: 01 Genera	l Government	21,458.22
		Total for Fund:110 Telecommun	ications	21.458.22

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 112 IT: Oth	er Agency Operational			
Department: 01 Ge	eneral Government			
0	IPVM-CC	Personal Info & Annual Plan	02/13/2023	199.00
0	Network Solutions- CC	Renewal	02/13/2023	16.98
0	Quickbooks-CC	Monthly Payment	02/13/2023	100.00
		Total for Department: 01 Ge	eneral Government	315.98
		Total for Fund:112 IT: Othe	r Agency Operational	315.98

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 114 IT: Invo	entory - ALL			
105969	Insight Public Sector, Inc.	Cisco Network Essentials	02/15/2023	5,158.97
		Total for Department: 00		5,158.97
		Total for Fund:114 IT: In	ventory - ALL	5,158.97

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 200 Recreati Department: 00 Ge				
0	Anderson Race Management-CC	Run for Roses 2023 Contract Deposit	02/13/2023	700.00
v	. madison rand management ee	·		
Department: 04 Re	creation	Total for Department: 00 Genera	al Function	700.00
peparament. 6 / rec	or cutton			
0	Amazon.com- CC	NYE on Ice Supplies	02/13/2023	50.92
0	Becker Arena Products, Inc.	Poly Threshold	02/15/2023	60.00
0	Comcast-CC	Dec 2022 Service	02/13/2023	303.11
0	Corporate Connection, Inc.	Clothing	02/08/2023	289.12
0	Daniel Willmus	Mileage Reimbursement	02/15/2023	6.03
0	Deborah Cash	Mileage Jan-Jun 2022	02/08/2023	51.13
0	ESRI, Inc.	ArcGIS 2023 031014 - 16oz PVC REG CLR CMNT	02/08/2023	328.25 37.29
0	Ferguson Waterworks #2518 Fikes, Inc.	Bathroom Supplies	02/08/2023 02/08/2023	471.54
0	Fikes, Inc.	Restroom Supplies	02/15/2023	159.80
0	Fleet Farm-CC	Light Clips, Hooks	02/13/2023	23.92
0	Gina Brady	Retirement party supplies	02/08/2023	63.50
0	Greenhaven Printing	Pub Works/David Peters	02/08/2023	81.15
0	Harolds Shoe Repair-CC	Skate repair	02/13/2023	22.00
0	Home Depot- CC	Rags	02/13/2023	30.02
0	John Corazzo	Concessions Ice Purchase	02/08/2023	17.97
0	Metro Volleyball Officials	Winter Volleyball Weeks 1-3	02/08/2023	4,692.00
0	Mood Media, Inc.	Mood Media Recurring Services 2/1/2	02/08/2023	75.00
0	Nasco Intl- CC	Classroom Supplies	02/13/2023	119.99
0	Office Depot- CC	Office Supplies	02/13/2023	171.48
0	Party City-CC	NYE on Ice Supplies	02/13/2023	150.33
0	Pickleball Central-CC	Pickleballs	02/13/2023	322.02
0	Prowire, Inc.	Wireless Motion Sensor, Cell Battery,	02/08/2023	422.46
0	R & R Specialties of Wisconsin, Inc	Check Valve, Tire Wash	02/15/2023	166.10
0	Ramsey County-CC	Environmental Health License for Ran	02/13/2023	587.00
0	Rink Systems Inc	Clear Poly Channel	02/08/2023	33.95
0	Scott Breuer	January 2023 Mileage	02/08/2023	35.30
0	Suburban Ace Hardware-CC	Park Building Supplies	02/13/2023	20.38
0	Uline-CC	Park Building Supplies	02/13/2023	376.15
0	Voss Lighting	Lighting Supplies	02/08/2023	983.74
0	Voss Lighting	PHIL 20BR40	02/15/2023	279.00
0	Walmart-CC	Program Supplies	02/13/2023	95.56
0	Willie McCray Willie McCray	19 Games - Game Official and Scorek	02/08/2023 02/15/2023	1,387.00 2,774.00
105889	Kay Foster	Feb 1 - 19 games officials and scoreke Roseville Big Band 2023 Volunteer Ar	02/08/2023	606.67
105892	Groth Music	Music for Roseville Big Band	02/08/2023	58.06
105899	ISD 14	Holiday Market and Lights Tour Admi	02/08/2023	1,156.00
105908	Little Saints Photography	Sweetheart Dance, 1 digital image per	02/08/2023	300.00
105913	Kelli McClellan	CDs and Labor	02/08/2023	780.00
105916	MR Cutting Edge	MR Cutting Edge	02/08/2023	611.00
105918	New Brighton Parks/Recreation	Day Trip Deposit 2/16/23	02/08/2023	935.00
105919	Norman R. Rolando	Safety Awareness/Karate 2022 Fall 2 S	02/08/2023	720.30
105923	RGH Treasurer	22-23 RMGHS Hockey Team Booster	02/08/2023	200.00
105927	Shamrock Group, Inc.	MinneSoda Diet, Lemon Lime	02/08/2023	107.00
105930	St. Croix Coffee Tea Company	Equipment-Hoshizaki Model #KM-16	02/08/2023	5,334.94
105934	T Mobile	Cell Phones Acct 967323742	02/08/2023	439.00
105940	Verizon	Dec 27-Jan 26 Phones	02/08/2023	160.26
105943	Watson Company	Consessions Supplies	02/08/2023	2,049.93
105948	AARP	AARP Class 2/7 - 14 participants	02/15/2023	295.00
105953	Robert James Bealke	Sweetheart Dance DJ	02/15/2023	550.00
105963	Warren Falls	Announcing Services for HS Hockey (02/15/2023	150.00
105965	Fryer Design	Dasher Board Sponsors	02/15/2023	300.00
105970	International Chemtex Corp	Cooling Treatment	02/15/2023	1,012.43
105982	Linn Building Maintenance	February 2023 Cleaning Services	02/15/2023	3,140.00
105990	Bob Nielsen	Supervisor RBB Performance	02/15/2023	75.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
105991	NRPA-National Recreation & Park Ass	CAPRA 2023 Annual Accreditation Fe	02/15/2023	400.00
105999	Sandra Sherbarth-Lynch	Jan 2023 Pickleball Instruction	02/15/2023	1,817.60
106000	Sherwin Williams Co.	Paint	02/15/2023	92.72
106002	St. Croix Coffee Tea Company	Powerade	02/15/2023	264.29
		Total for Department: 04 Recrea	ition	36,242.41
		Total for Fund:200 Recreation F	und	36,942.41

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 204 P & R (Contract Mantenance			
Department: 04 Re	ecreation			
0	Amazon.com- CC	Carburetor	02/13/2023	296.83
0	Corporate Connection, Inc.	Clothing	02/08/2023	483.20
0	Fastenal-CC	Ear Plugs	02/13/2023	28.22
0	Fleet Farm-CC	Maintenance Supplies	02/13/2023	79.41
0	Home Depot- CC	Mouse Traps	02/13/2023	49.04
0	Sandstrom Land Management, LLC	Lexington Ave Central Park Blvd Flow	02/08/2023	400.00
0	Suburban Ace Hardware-CC	Park Building Supplies	02/13/2023	174.47
0	Tri State Bobcat-CC	Parts	02/13/2023	85.28
105883	Century Fence, Co	Applewood Park	02/08/2023	2,800.00
105903	Killmer Electric Co., Inc.	Replace 2 Lights, Ignitor & Lamp, Lat	02/08/2023	699.10
105934	T Mobile	Cell Phones Acct 967323742	02/08/2023	246.94
105938	USDA APHIS General	Personnel Compensation, Program Su	02/08/2023	3,034.28
105940	Verizon	Dec 27-Jan 26 Phones	02/08/2023	390.13
105941	Wagners Greenhouses, Inc.	Plants and Supplies	02/08/2023	595.28
105982	Linn Building Maintenance	February 2023 Cleaning Services	02/15/2023	325.00
		Total for Department: 04 Recrea	tion	9,687.18
		Total for Fund:204 P & R Contra	act Mantenance	9,687.18

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 221 Munio	•			
0	Glen Newton	RSVL Big Band Director - Monthly Pa	02/08/2023	250.00
		Total for Department: 04 Recre	ation	250.00
		Total for Fund:221 Municipal J	azz Band	250.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 260 Commu	nity Development			
Department: 00 Ge	eneral Function			
105902	Kennedy & Graven, Chartered	Legal Services	02/08/2023	2,059.10
105971	J Brown Homes	Construction Deposit Refund - 2791 C	02/15/2023	1,000.00
106011	Vanguard Builders	Construction Deposit Refund - 1980 W	02/15/2023	4,000.00
		Total for Department: 00 Genera	l Function	7,059.10
Department: 02 Pu	ablic Safety			
0	Amazon.com- CC	Flash Drive	02/13/2023	103.17
0	Innovative Office Solutions	Office Supplies	02/15/2023	47.25
0	Tokle Inspections, Inc.	Electrical Inspections Jan 2023	02/08/2023	15,809.76
0	U of M-CC	Continuing Ed	02/13/2023	1,050.00
105940	Verizon	Dec 27-Jan 26 Phones	02/08/2023	51.91
		Total for Department: 02 Public	Safety	17,062.09
Department: 10 Co	ommunity Development			
0	ESRI, Inc.	ArcGIS 2023	02/08/2023	568.65
0	Time Saver Off Site Secretarial, Inc.	Jan 4th Planning Commission Meeting	02/08/2023	159.00
		Total for Department: 10 Comm	unity Development	727.65
		Total for Fund:260 Community	Development	24,848.84

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 265 License	: Center			
Department: 01 Ge	eneral Government			
0	Fikes, Inc.	Bathroom Supplies	02/08/2023	127.50
0	Fikes, Inc.	2 Mil Black Roll	02/15/2023	58.88
0	Full Slate-CC	Renewal of Unlimited Appointments	02/13/2023	49.95
0	Innovative Office Solutions	Office Supplies	02/15/2023	156.98
0	McGough Property Management, LLC	Facility Management 1/2-1/29/23 Labo	02/08/2023	658.95
0	Steven Bickel	January 2023 Mileage	02/08/2023	88.43
0	USPS-CC	Monthly Passport Postage	02/13/2023	1,058.25
105895	Huebsch, Inc.	Mat Brush	02/08/2023	554.10
105928	Shred-N-Go, Inc.	2737 Lexington Ave N - January 2023	02/08/2023	115.08
105982	Linn Building Maintenance	February 2023 Cleaning Services	02/15/2023	880.00
		Total for Department: 01 Genera	al Government	3,748.12
		Total for Fund:265 License Cen	ter	3,748.12

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 290 Police I Department: 02 Pu				
105940	Verizon	Dec 9 - Jan 8 Phones	02/08/2023	50.75
		Total for Department: 02	2 Public Safety	50.75
		Total for Fund:290 Police	ce Forfeiture Fund	50.75

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 295 Police Department: 02 F				
0	Sara Thisius	Fall 2022 Tuition Reimbursement	02/08/2023	10,000.00
		Total for Department: 02 Publ	ic Safety	10,000.00
		Total for Fund:295 Police Gr	ants	10,000.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 400 Police V	/ehicle Revolving			
Department: 02 Pu	blic Safety			
0	Emergency Automotive Tech Inc	Parts to set up new Toyota Rav 4	02/15/2023	8,554.39
105944	Maplewood Toyota	2023 Rav 4 VIN# 2T3G1RFV2PC332	02/09/2023	31,398.00
105951	Axon Enterprise, Inc.	PPM, Standard Battery	02/15/2023	784.80
105962	Dell Marketing, L.P.	Dell 23 Monitors	02/15/2023	273.76
105987	Motorola Solutions, Inc.	Microphone, Impres RSM x6	02/15/2023	574.56
		Total for Department: 02 Public	Safety	41,585.51
		Total for Fund:400 Police Vehicl	le Revolving	41,585.51

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 401 Fire Vel	nicles Revolving			
Department: 02 Pu	iblic Safety			
0	Jefferson Fire & Safety, Inc.	Holmatro Service set CT 5160 Spreadi	02/08/2023	1,145.42
0	MacQueen Equipment	Boots	02/08/2023	1,187.70
0	Webstaurant Store-CC	Coffee Brewer	02/13/2023	779.00
		Total for Department: 02 Public	Safety	3,112.12
		Total for Fund:401 Fire Vehicles	Revolving	3,112.12

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 403 Public V	Works Vehicle Revolving			
105960	Custom Truck One Source	Ford F600 Service	02/15/2023	42,780.00
		Total for Department: 03	Public Works	42,780.00
		Total for Fund:403 Public	c Works Vehicle Revolving	42,780.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
	l Svcs Equip Revolving			
Department: 01 G	General Government			
105888	Definitive Technology Solution, Inc.	Printer/Copier Lease	02/08/2023	2,052.00
105968	Great American Financial Services	Postage Equipment Rental	02/15/2023	332.00
		Total for Department: 01 G	eneral Government	2,384.00
		Total for Fund:409 Central	Svcs Equip Revolving	2.384.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 410 Buildin	ng Improvements			
Department: 01 G	eneral Government			
105896	Hunt Electric Corp	Back Seating Area - New Lights	02/08/2023	3,887.57
106001	SOS Office Furniture	Replace panel in admin office	02/15/2023	200.00
		Total for Department: 01 Ger	neral Government	4,087.57
		Total for Fund:410 Building	Improvements	4,087.57

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 411 Recrea Department: 04 R	tion Improvements ecreation			
105883	Century Fence, Co	Repar - CP Dale West	02/08/2023	4,730.00
		Total for Department: 04	4 Recreation	4,730.00
		Total for Fund:411 Recr	reation Improvements	4,730.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 415 Rosevil Department: 04 Ro	le-John Rose Oval Proje			
105907	Lightning Disposal, Inc.	RO DONE-DEMO W.O. 91314	02/08/2023	891.70
		Total for Department: 04 Rec	creation	891.70
		Total for Fund:415 Roseville	-John Rose Oval Proje	891.70

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 417 Bouleva Department: 03 Pu	1 0			
105947	911 Restoration of Minneapolis	Bio Hazard Clean Up	02/15/2023	873.66
		Total for Department: 03	Public Works	873.66
		Total for Fund:417 Boule	evard Landscaping	873.66

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 426 Park Re Department: 04 Re				
0	Stantec Consulting Services Inc.	Section 6: Oasis Park	02/08/2023	14,861.79
		Total for Department: 04 Recr	eation	14,861.79
		Total for Fund:426 Park Renev	wal 2011	14,861.79

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 600 Sanitar Department: 00 C				
0	Metropolitan Council	SAC Charges January 2023	02/08/2023	36,902.25
105935	DANIEL TRUONG	Refund Check 025838-000, 711 SHR	02/08/2023	33.35
		Total for Department: 00 Genera	l Function	36,935.60
Department: 05 S	Sanitary Sewer			
0	Gopher State One Call	112 Billable Tickets	02/08/2023	50.40
0	Metropolitan Council	Waste Water Services Def Rev	02/08/2023	255,964.10
105897	Ike's Plumbing & Drain Cleaning, Inc.	CTAC Church Clog Snaked	02/08/2023	1,200.00
105947	911 Restoration of Minneapolis	Sewage Back-up Mitigation	02/15/2023	3,146.78
105995	Railroad Management Co. III, LLC	License Fees	02/15/2023	344.67
		Total for Department: 05 Sanitar	y Sewer	260,705.95
		Total for Fund:600 Sanitary Sew	ver	297,641.55

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 610 Water F	Rund			
Department: 00 Ge	eneral Function			
105886	MABEL COOK	Refund Check 008665-000, 2570 SNI	02/08/2023	398.91
105894	TIMOTHY HILDMAN	Refund Check 005407-000, 2660 MA	02/08/2023	161.48
105920	JOE W HELLMAN & PINCHAT CHA	Refund Check 019747-000, 2227 FUI	02/08/2023	177.73
105925	Sand Construction, LLC	Hydrant Meter Refund	02/08/2023	1,099.65
105936	TWIN CITIES HABITAT FOR HUMA	Refund Check 025585-000, 1124 ROS	02/08/2023	33.75
105942	RICHARD & SUSAN WALKER	Refund Check 018469-000, 2809 FAF	02/08/2023	187.19
105992	LEON PERKINS	Refund Check 004257-000, 3008 HIC	02/15/2023	85.27
105998	Cindy Schwartz	Re-issue Utility Refund Check	02/15/2023	62.21
		Total for Department: 00 Genera	l Function	2,206.19
Department: 06 W	ater Fund			
0	Ferguson Waterworks #2518	Measure Chamber, Maincase GSKT	02/08/2023	96.28
0	Fleet Farm-CC	Tools	02/13/2023	15.01
0	General Industrial Supply Co.	Work Gloves	02/15/2023	130.20
0	Gopher State One Call	112 Billable Tickets	02/08/2023	50.40
0	Home Depot- CC	Tool Tote	02/13/2023	64.78
0	Suburban Ace Hardware-CC	Pan Dish	02/13/2023	8.99
105887	Core & Main LP	226-069012-000 6X12-1/2 REP CLP6	02/08/2023	929.88
105891	Gary Carlson Equipment, Corp.	Short Test Ball, Poly Lift Line Gauge	02/08/2023	142.00
105898	Intl. Union Of Operating Engineers Loc	CDL Training & Testing: Thomas Stru	02/08/2023	3,000.00
105922	Q3 Contracting, Inc.	Road Signs	02/08/2023	138.80
105925	Sand Construction, LLC	Hydrant Meter Refund	02/08/2023	-44.73
105937	Twin City Water Clinic, Inc.	December Distribution Samples	02/08/2023	680.00
105939	Valley Rich Co., Inc.	Equipment, machinery, labor, stock ma	02/08/2023	9,240.92
105940	Verizon	Dec 27-Jan 26 Phones	02/08/2023	280.11
105945	Shaw Trucking, Inc.	Kent & Larpentuer	02/10/2023	3,407.50
105994	Q3 Contracting, Inc.	Atlas WO# 3019998 Roselawn & Clev	02/15/2023	592.20
106005	St. Paul Regional Water Services	Jan 2023 Water Acct: 0709535	02/15/2023	420,905.00
		Total for Department: 06 Water l	Fund	439,637.34
		Total for Fund:610 Water Fund		441,843.53

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 620 Golf C	ourse			
Department: 07 G	folf Course			
0	ECR Software-CC	Monthly POS	02/13/2023	140.21
0	Rock Bottom Golf-CC	Pro Shop Apparel	02/13/2023	956.51
105934	T Mobile	Cell Phones Acct 967323742	02/08/2023	54.88
105956	Comcast	Business Services 2/7/23 - 3/6/23	02/15/2023	169.45
		Total for Department: 07 Gol	f Course	1,321.05
		Total for Fund:620 Golf Cour	se	1,321.05

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 640 Storm I	Drainage			
Department: 08 St	orm Water			
0	Gopher State One Call	112 Billable Tickets	02/08/2023	50.40
0	Time Saver Off Site Secretarial, Inc.	Secretarial Service Jan 2023	02/15/2023	234.50
0	WSB & Associates, Inc.	Professional Services from 12/1/11 to	02/15/2023	10,931.75
0	Xcel Energy	Jan Xcel Billings	02/15/2023	20.31
105929	Specialized Environmental Tech, Inc.	Logs-CY	02/08/2023	100.00
		Total for Department: 08 Storm	Water	11,336.96
		Total for Fund:640 Storm Drain	age	11,336.96

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 650 Solid V Department: 09 R	•			
0	Eureka Recycling	Monthly Recycling Charge	02/08/2023	68,427.20
		Total for Department: 09 I	Recycle	68,427.20
		Total for Fund:650 Solid V	Vaste Recycle	68,427.20

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 700 Worker Department: 00 Go	•			
105926	SFM	Park Maintenance Claims Charges Jan	02/08/2023	10,044.24
		Total for Department: 00 General	al Function	10,044.24
		Total for Fund:700 Workers Con	mpensation	10,044.24

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 710 Risk Ma	anagement			
Department: 00 Ge	eneral Function			
0	Delta Dental Plan of Minnesota/DDMN	Claims	02/08/2023	6,456.36
105949	Arthur Gallagher Risk Mgt. Services, Iı	2023 Service Fee	02/15/2023	15,750.00
105975	Wallis Ann Jondal	Reimbursement for sewer backup at 22	02/15/2023	4,500.00
105979	League of MN Cities Ins Trust P&C	Property/Casualty Coverage Premium	02/15/2023	127,548.00
106006	Stericycle, Inc.	Steri-safe Economy Monthly	02/15/2023	295.14
		Total for Department: 00 Genera	l Function	154,549.50
		Total for Fund:710 Risk Manage	ment	154,549.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 722 HRA P Department: 00 G	Property Abatement Program General Function			
0	B&M Lawn Care - CC	Snow Removal	02/13/2023	282.23
		Total for Department	: 00 General Function	282.23
		Total for Fund:722 H	RA Property Abatement Program	282.23

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 723 HRA (
0 0	Center for Energy and Environment Time Saver Off Site Secretarial, Inc.	Senior Deferred Loans, Admin Fees Secretarial Service Jan 2023	02/15/2023 02/15/2023	68,396.00 39.90
		Total for Department: 00 Gene	eral Function	68,435.90
		Total for Fund:723 HRA Oper	ating Fund	68.435.90

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 725 EDA Op	perating Fund			
Department: 00				
0	Center for Energy and Environment	Senior Deferred Loans, Admin Fees	02/15/2023	2,850.00
0	EDAM-CC	2023 Winter Conference - Joel Koepp	02/13/2023	350.00
0	Golden Shovel Agency	Economic Gateway & GateKeeper Ser	02/08/2023	1,050.00
0	North Suburban Access Corp.	Municipal Support Technician, Editing	02/08/2023	200.00
105902	Kennedy & Graven, Chartered	Legal Services	02/08/2023	198.00
106010	Twin Cities North Chamber of Comme	Membership Dues	02/15/2023	475.00
		Total for Department: 00		5,123.00
		Total for Fund:725 EDA Operation	ng Fund	5,123.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 727 Department: 00				
105924 106003	Saint Paul Area Chamber of Commerce St. Paul Area Chamber of Commerce	Rice and Larpenteur Services Nov 202 Rice and Larpenteur January 2023 Ser	02/08/2023 02/15/2023	10,416.67 10,416.67
		Total for Department: 00		20,833.34
		Total for Fund:727		20.833.34

Check No. Vendor/Employee Transaction Description Date Amount

Grand Total

1,702,751.80



Date: February 27, 2023 Item No.: 10.b

Department Approval

City Manager Approval

Item Description: Approval of 1Temporary Liquor License, and 2 Temporary Gambling Permits

BACKGROUND

Chapter 301 of the City Code requires all applications for business and other licenses to be submitted to the City Council for approval. The following application is submitted for consideration:

Temporary Liquor License

- 6 Saint Rose of Lima Catholic School
- 7 2048 Hamline Ave N.
- 8 Roseville, MN 55113

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Saint Rose of Lima Catholic School will be hosting a fundraising event for their Athletic booster Club on April 1, 2023. This is their first event in 2023, their total number of days is 1 out of the limit of 12 for the calendar year.

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Temporary Gambling Permit

- Saint Rose of Lima Catholic School
- 16 2048 Hamline Ave N.
- 17 Roseville, MN 55113

18 10

Saint Rose of Lima Catholic School will be holding a raffle at their location at 2048 Hamline Ave N. on April 1, 2023.

212223

- International Union of Operating Engineers, Local 49
- 24 2829 Anthony Lane S
- 25 Minneapolis, MN 55418

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International Union of Operating Engineers, Local 49 is a non-profit group which is holding a raffle at Midland Hills Country Club located at 2001 Fulham St. on July 17, 2023.

29

30 POLICY OBJECTIVE

31 Required by City Code

32 **BUDGET IMPLICATIONS**

33 The correct fees were paid to the City at the time the application(s) were made.

34 RACIAL EOUITY IMPACT SUMMARY

35 NA

STAFF RECOMMENDATION 36

- Staff has reviewed the application(s) and has determined that the applicant(s) meet all City requirements. 37
- Staff recommends approval of the license(s). 38

REQUESTED COUNCIL ACTION

Motion to approve the Temporary Liquor License for St. Rose of Lima Catholic School, and the Temporary 40 41

Gambling Permits for St. Rose Catholic School and International Union of Operating Engineers Local 49.

42 43

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Prepared by: Katie Bruno, Deputy City Clerk

A: Application, Saint Rose of Lima Catholic School Attachments:

B: Application, Saint Rose of Lima Catholic School

C: Application, International Union of Operating Engineers Local 49



Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division 445 Minnesota Street, Suite 1600, St. Paul, MN 55101 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Tourons or the resemble Miller Ship of the second	Date organiz	ed	Tax exer	npt number
Saint Rose of Lima Catholic School	فتتلف ويردو البراق الشاف المتالية	9/1/1941		8570281	
Address	City		State		Zip Code
2048 Hamline Ave. No.	Roseville		Minnesota	3	55113
Name of person making application		Business pho	one	Home p	hone
Joseph Juaire jjuaire@saintroseoflima.net		651-357-120)4		Milesia zerości za szero wysowie Milesia (po piecie wy przem zero wykonie sie popoje
Date(s) of event	Type of or	ganization	Microdistille	ery Si	mall Brewer
April 1, 2023	Club	Charitable	ズ Religiou	us 🗍 Oth	ner non-profit
Organization officer's name	City		State		Zip Code
Father Marc Paveglio	Roseville		Minnesota)	55113
Organization officer's name	City		State	***** * ******************************	Zip Code
		ente a mentra de la constitución d	Minnesota	3	
Organization officer's name	City		State		Zip Code
		TAN MONTH TO CHANGE IN THE CONTROL THE CON	Minnesota	3	
Location where permit will be used. If an outdoor area, describe. School cafeteria. Athletic Booster Club Bean Bag Toss and Raffle fither the applicant will contract for intoxicating liquor service give the	name and a	ddress of the li	quor license	providing	the service.
School cafeteria. Athletic Booster Club Bean Bag Toss and Raffle					the service.
School cafeteria. Athletic Booster Club Bean Bag Toss and Raffle f the applicant will contract for intoxicating liquor service give the f the applicant will carry liquor liability insurance please provide the Catholic Mutual Insurance, \$1,000,000	ne carrier's n	ame and amou	nt of covera	ge.	
School cafeteria. Athletic Booster Club Bean Bag Toss and Raffle f the applicant will contract for intoxicating liquor service give the f the applicant will carry liquor liability insurance please provide the Catholic Mutual Insurance, \$1,000,000	ne carrier's n	ame and amou	nt of covera	ge. ENFORCEMEN	
School cafeteria. Athletic Booster Club Bean Bag Toss and Raffle f the applicant will contract for intoxicating liquor service give the f the applicant will carry liquor liability insurance please provide the Catholic Mutual Insurance, \$1,000,000 API APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEI	ne carrier's n	ame and amou	nt of coverag	ge. ENFORCEMEN	
f the applicant will contract for intoxicating liquor service give the f the applicant will carry liquor liability insurance please provide the Catholic Mutual Insurance, \$1,000,000 API APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEI	ne carrier's n	ame and amou	nt of coverage ND GAMBLING I Date App	ge. ENFORCEMEN roved Date	NT
f the applicant will contract for intoxicating liquor service give the f the applicant will carry liquor liability insurance please provide the Catholic Mutual Insurance, \$1,000,000 APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEI City or County approving the license Fee Amount	ne carrier's n	ame and amou	nt of coverage ND GAMBLING I Date App Permit I	ge. ENFORCEMENTOVED Toved Date mail Addre	NT ess

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

11/17 Page 1 of 2

An exempt permit may be issued to a nonprofit organization that:

- · conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

The Court of the C	and the state of t
ORGANIZATION INFORMATION	
Organization Name: Saint Rose of Lima Catholic School	Previous Gambling Permit Number: X-62002-21-037
Minnesota Tax ID Number, if any: _8570281	Federal Employer ID Number (FEIN), if any: 41-0790158
Mailing Address: 2048 Hamline Ave North	
City: Roseville State: M	IN zip: 55113 County: Ramsey
Name of Chief Executive Officer (CEO): Fr. Marc Paveglio	
CEO Daytime Phone: 651-357-1201 CEO Email	(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): jjuaire@saintrose	onima.net
NONPROFIT STATUS	
Type of Nonprofit Organization (check one): Fraternal ✓ Religious V	eterans Other Nonprofit Organization
Attach a copy of one of the following showing proof of	nonprofit status:
(DO NOT attach a sales tax exempt status or federal employe	er ID number, as they are not proof of nonprofit status.)
IRS toll free at 1-877-829-5500. IRS - Affiliate of national, statewide, or international if your organization falls under a parent organization in IRS letter showing your parent organization is 2. the charter or letter from your parent organization is 2.	www.sos.state.mn.us 651-296-2803, or toll free 1-877-551-6767 r organization's name ral income tax exempt letter, have an organization officer contact the onal parent nonprofit organization (charter)
GAMBLING PREMISES INFORMATION	
Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):	Saint Rose of Lima Catholic School
Check one: City: Roseville	Zip: 55113 County: Ramsey
Township:	Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawin	ng): April 1, 2023
Check each type of gambling activity that your organization v	will conduct:
Bingo Paddlewheels Pull-Tabs	Tipboards
Gambling equipment for bingo paper, bingo boards, raffle from a distributor licensed by the Minnesota Gambling Contidevices may be borrowed from another organization authority and solve and slick on Distributors under the License	

the Minnesota Gambling Control Board)	MENT (required before submitting application to
CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
The application is acknowledged with no waiting period.	The application is acknowledged with no waiting period.
The application is acknowledged with a 30-day waiting period, and allows the Board to Issue a permit after 30 d (60 days for a 1st class city).	The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
The application is denied.	The application is denied.
Print City Name:	Print County Name:
Signature of City Personnel:	Signature of County Personnel:
Title: Date:	
	TOWNSHIP (if required by the county)
The city or county must sign before submitting application to the Gambling Control Board.	On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: Signature of Township Officer:
	Title: Date:
CHIEF EXECUTIVE OFFICER'S SIGNATURE (re	
The information provided in this application is complete and ac report will be completed and returned to the Board within 30 d	curate to the best of my knowledge. I acknowledge that the financial ays of the event date.
REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
Complete a separate application for: • all gambling conducted on two or more consecutive days; • all gambling conducted on one day. Only one application is required if one or more raffle drawings conducted on the same day. Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Comple and return the financial report form to the Gambling Control Board.	Mail application with: a copy of your proof of nonprofit status; and application fee (non-refundable). If the application is postmarked or received 30 days or more before the event the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.
Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).	Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.
on this form (and any attachments) will be used — address will be public	anization's name and ment of Public Safety; Attorney General; Information when received commissioners of Administration, Minnesota er information provided will Management & Budget, and Revenue: Legislati

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and International gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

LG220 Application for Exempt Permit

4/22 Page 1 of 4

An exempt permit may be issued to a nonprofit organization that:

- · conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION				
Organization Name: International Union of Operating Engineers, Local 49 Minnesota Tax ID Previous Gambling Permit Number: X-X-93312-19-006 Federal Employer ID				
Number, if any: _8099149 (Payroll purposes) Federal Employer ID Number (FEIN), if any: _41-0329340				
Mailing Address: 2829 Anthony Lane South				
City: Minneapolis State: MN Zip: 55418 County: Hennepin				
Name of Chief Executive Officer (CEO): <u>Jason George, Business Manager/Financial Secretary</u>				
CEO Daytime Phone: 612-788-9441 CEO Email: jgeorge@local49.org (permit will be emailed to this email address unless otherwise indicated below)				
Email permit to (if other than the CEO):				
NONPROFIT STATUS				
Type of Nonprofit Organization (check one):				
Fraternal Religious Veterans Other Nonprofit Organization				
Attach a copy of one of the following showing proof of nonprofit status:				
(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)				
A current calendar year Certificate of Good Standing Don't have a copy? Obtain this certificate from: MN Secretary of State, Business Services Division 60 Empire Drive, Suite 100 St. Paul, MN 55103 IRS income tax exemption (501(c)) letter in your organization's name Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500. IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of both of the following:				
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and 2. the charter or letter from your parent organization recognizing your organization as a subordinate.				
GAMBLING PREMISES INFORMATION				
Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):Midland Hills Country Clug Club				
Physical Address (do not use P.O. box): 2001 Fulham Street				
Check one:				
City: Roseville Zip: 55113 County: Ramsey				
Township: Zip: County:				
Date(s) of activity (for raffles, indicate the date of the drawing): <u>July 17th, 2023</u>				
Check each type of gambling activity that your organization will conduct:				
Bingo Paddlewheels Pull-Tabs Tipboards Raffle				
Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the List of Licensees tab, or call 651-539-1900.				

LG	LG220 Application for Exempt Permit Page 2 of							
LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)								
	CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township						
	The application is acknowledged with no waiting period.	The application is acknowledged with no waiting period.						
The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).		The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.						
	The application is denied.	The application is denied.						
Print	City Name:	Print County Name:						
Signa	ature of City Personnel:	Signature of County Personnel:						
Title:	Date:	Title: Date:						
	The city or county must sign before submitting application to the Gambling Control Board.	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: Signature of Township Officer: Date:						
CHI	EF EXECUTIVE OFFICER'S SIGNATURE (requ	ired)						
repor Chief	nformation provided in this application is complete and accura t will be completed and returned to the Board within 30 days Executive Officer's Signature: (Signature must be CEO's signature Name: Jason George, Business Manager/Financial Secr	e; designee may not sign) Date: 2/3/23						
REQ	EQUIREMENTS MAIL APPLICATION AND ATTACHMENTS							
• a • a Only	plete a separate application for: Ill gambling conducted on two or more consecutive days; or Ill gambling conducted on one day. one application is required if one or more raffle drawings are ucted on the same day.	Mail application with: a copy of your proof of nonprofit status; and						

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Make check payable to State of Minnesota.

To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

REQUEST FOR COUNCIL ACTION

Date: February 27, 2023 Item No.: 10.c

Department Approval

City Manager Approval



Item Description: Approve General Purchases Exceeding \$10,000 or Sale of Surplus Items

BACKGROUND

2 City Code section 103.05 establishes the requirement that all general purchases or contracts in

- excess of \$10,000 be separately approved by the City Council, independent of the budget process
- or other statutory purchasing requirements. In addition, State Statutes generally require the
- 5 Council to authorize the sale of surplus vehicles and equipment. Attachment A-1 includes a list of
- 6 items submitted for Council review and approval.

7

- Staff will note that unless noted otherwise, all items contained in this report were previously
- 9 identified and included in the adopted budget or Capital Improvement Plan (CIP) submitted for
- Council review during the most recent budget cycle. This information package included a CIP
- Project/Initiative summary which identified the type of purchase, estimated cost, funding source,
- and other supporting narrative. Where applicable, these project/initiative summaries are included
- with *Attachment A-2*.

14

15

POLICY OBJECTIVE

16 Required under City Code 103.05.

17 **BUDGET IMPLICATIONS**

- Funding for all items is provided for in the current budget or through pre-funded capital replacement
- 19 funds.

20 RACIAL EQUITY IMPACT SUMMARY

21 N/A

22 STAFF RECOMMENDATION

- 23 Staff recommends the City Council approve the submitted purchases or contracts for service and
- 24 where applicable; authorize the sale/trade-in of surplus items.

REQUESTED COUNCIL ACTION

Motion to approve the submitted purchases or contracts for services and where applicable; the

sale/trade-in of surplus items.

28

25

Prepared by: Joshua Kent, Assistant Finance Director

Attachments: A1: Over \$10,000 Items for Purchase or Sale/Trade-in

A2: CIP Project/Initiative summary (if applicable)

Attachment A-1

General Purchases or Contracts

				Budget		P.O.	Budget /	
Division	Vendor	Description	Key	Amount	A	mount	CIP	
Public Works (Storm Sewer)	Davey Resource Group, Inc.	Major vegetation removal to keep ditch operating as intended	(a) \$	600,000	\$	72,638	2023 CIP	

Key

Normal ditch maintenance occurs every year with inspections and follow up as needed to keep the ditch function as intended.

Every five years the ditch should be mowed to keep volunteer trees and other vegetation managed to keep proper flow. The

(a) City did major maintenance in 2006 where a section of the ditch was mowed, graded and a retaining wall was added. Minor maintenance has been completed since 2006, but now vegetation has grown to the point where a thorough removal is needed to keep the ditch operating as intended.



Memo

To: Michelle Pietrick, Finance Director

From: Ryan Johnson, Environmental Manager

CC: Jesse Freihammer, Public Works Director

Date: February 22, 2023

Re: City Ditch 2 Maintenance

City Ditch 2 is west of Long Lake Rd, adjacent to the railroad tracks, and runs from Terminal Rd. north to County Rd D for ~ 1.5 miles. This ditch takes drainage from a majority of the area on the west side of 35W, and outlets into MTR Pond before outletting into New Brighton.

Normal ditch maintenance occurs every year with inspections and follow up as needed to keep the ditch function as intended. Every five years the ditch should be mowed to keep volunteer trees and other vegetation managed to keep proper flow. The city did major maintenance in 2006 where a section of ditch was mowed, graded, and a retaining wall is added.

Staff received quotes to do a major vegetation removal in 2023. Minor maintenance has been completed since 2006, but vegetation is now to the point where a thorough removal is needed to keep the ditch operating as intended.

Davey Resource Group: \$72,638.00

Husky Construction, Inc: \$139,883.71

This maintenance work would be funded from the Stormwater Utility Fund, Storm Water Infrastructure Rehabilitation, of which there is \$600,000 in the 2023 approved budget.

Staff recommend that the Council approve the quote of \$72,638.00 for the maintenance of City Ditch 2.

REQUEST FOR COUNCIL ACTION

Date: February 27, 2023 Item No.: 10.d

Department Approval

City Manager Approval

42 765

Item Description: Certify Unpaid Utility and Other Charges to the Property Tax Rolls

1 BACKGROUND

- As authorized by City Code, Sections 506, 801, 802, and 906, the City annually certifies to the County
- Auditor any unpaid false alarm, water, sewer, and other charges that are in excess of 90 days past due,
- for collection on the following year's property taxes. Affected property owners are provided a hearing
- 5 to dispute any charges against their property.

6

- 7 Beginning in 2010, the City Council began approving certifications for delinquent utilities on a
- 8 quarterly basis. This ensures that any unpaid utilities are brought to the attention of new property
- owners in a more timely fashion. It will also allow the City to record a lien against the property in the
 - event that a property goes into foreclosure and/or is being prepared for sale for other reasons.

10 11

9

- Attached is the current list of delinquent charges. Payments (along with accrued interest) received in
- the Finance Office prior to February 17, 2023 will be accepted and not levied on the 2024 property
- 14 taxes.

15 POLICY OBJECTIVE

16 Certifying delinquent charges are required under City Code.

17 **BUDGET IMPLICATIONS**

18 Not applicable.

19 RACIAL EQUITY IMPACT SUMMARY

20 Not applicable.

21 STAFF RECOMMENDATION

- 22 Staff recommends approval of the attached resolution levying unpaid utility and other charges for
- collection on the property taxes.

24 REQUESTED COUNCIL ACTION

- Motion adopting the resolution approving the certification of unpaid utility and other charges to the
- 26 County Auditor for collection on the property taxes.

Prepared by:

- Attachments: A: Resolution approving the certification of unpaid utility and other charges to Ramsey County
 - B: List of Delinquent Accounts also noted as Schedule A on the Resolution

EXTRACT OF MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE

* * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 27th day of February, 2023 at 6:00 p.m.

The following members were present:

 and the following were absent:

Member introduced the following resolution and moved its adoption:

RESOLUTION

RESOLUTION DIRECTING THE COUNTY AUDITOR TO LEVY UNPAID WATER, SEWER AND OTHER CITY CHARGES FOR PAYABLE 2010 or BEYOND

WHEREAS, the City Code of the City of Roseville, Sections 506, 801, 802, and 906 provides that the City may certify to the County Auditor the amounts of unpaid sewer, water, and other charges to be entered as part of the tax levy on said premises:

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, as follows:

- 1. Exhibit "A" attached hereto and made a part thereof by reference is a list of parcels of real property lying within the City limits which are served by the City of Roseville, and on which there are unpaid city water, sewer, and other charges as shown on the attached Schedule A.
- 2. The Council hereby certifies said list and requests the Ramsey County Auditor to include in the real estate taxes due the amount set forth in Schedule A.

The motion for the adoption of the foregoing resolution was duly seconded by member and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota) 69) SS 70 County of Ramsey) 71 72 I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, 73 State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract 74 of minutes of a regular meeting of said City Council held on the 27th day of February, 2023 with 75 the original thereof on file in my office. 76 77 WITNESS MY HAND officially as such Manager this 27th day of February, 2023. 78 79 80 81 Patrick Trudgeon 82 City Manager 83 84 Seal 85 86

Schedule A Delinquent Accounts 1st QTR 2023

PIN	SERVICE ADDRESS	AMOUNT TO COLLECTIONS	AMOUNT TO COLLECTIONS + \$25.00 FEE
012923110003	195 WOODLYNN AVE	\$190.55	\$215.55
012923110054	3075 WOODBRIDGE ST	\$318.94	\$343.94
012923120002	317 OWASSO BLVD	\$200.73	\$225.73
012923130045	333 CO RD C2	\$169.42	\$194.42
012923130047	349 CO RD C2	\$253.37	\$278.37
012923130087	371 MILLWOOD ST	\$198.40	\$223.40
012923140010	171 MAPLE LN	\$325.39	\$350.39
012923140085	240 MAPLE LN	\$248.34	\$273.34
012923140103	183 CO RD C2	\$139.21	\$164.21
012923220022	3053 LITTLE BAY RD	\$351.11	\$376.11
012923230022	577 OWASSO BLVD	\$265.06	\$290.06
012923230057	523 OWASSO HILLS DR	\$325.08	\$350.08
012923310003	405 CENTENNIAL DR	\$182.71	\$207.71
012923310015	483 TERRACE DR	\$187.41	\$212.41
012923310042	406 TERRACE DR	\$185.77	\$210.77
012923330003	528 IONA LN	\$936.94	\$961.94
012923330025	2757 KENT ST	\$160.95	\$185.95
012923330366	2735 MACKUBIN ST #8	\$272.69	\$297.69
012923330420	2731 MACKUBIN ST #39	\$175.45	\$200.45
012923330436	2750 DALE ST #52	\$182.80	\$207.80
012923330456	2662 MACKUBIN ST	\$306.59	\$331.59
012923330462	2650 MACKUBIN ST	\$190.05	\$215.05
012923340004	435 IONA LN	\$122.86	\$147.86
012923340114	2647 WESTERN AVE	\$200.27	\$225.27
012923340114	2649 WESTERN AVE	\$171.88	\$196.88
012923340141	413 CO RD C	\$168.21	\$193.21
012923340156	445 CO RD C	\$226.79	\$251.79
012923340166	469 CO RD C	\$207.51	\$232.51
012923340188	2702 MACKUBIN ST	\$149.34	\$174.34
012923410019	2780 MARION ST	\$287.24	\$312.24
012923410036	2841 MARION ST	\$259.06	\$284.06
012923410042	2795 MARION ST	\$171.27	\$196.27
012923420001	2873 GALTIER ST	\$338.84	\$363.84
012923420071	2825 FARRINGTON ST	\$204.45	\$229.45
012923420088	2840 VIRGINIA AVE	\$140.90	\$165.90
012923420095	2857 VIRGINIA AVE	\$225.59	\$250.59
012923430009	2693 GALTIER ST	\$161.54	
012923430037	2721 MATILDA ST	\$314.09	
012923430043	2679 MATILDA ST	\$146.47	\$171.47
012923440013	2687 WOODBRIDGE ST	\$246.42	•
022923130047	2992 VICTORIA ST	\$476.13	
022923220014	1045 WOODLYNN AVE	\$219.04	
022923240056	885 CO RD C2	\$142.89	\$167.89

as of December 31,	2022 Demiquent A	400001113 131 QTN 2023	02/21/2
022923320010	2777 LAKEVIEW AVE	\$160.95	\$185.95
022923320039	2779 AGLEN ST	\$175.45	\$200.45
022923320091	2821 CHURCHILL ST	\$158.32	\$183.32
022923330004	2729 LAKEVIEW AVE	\$179.13	\$204.13
022923330017	2720 OXFORD ST	\$250.53	\$275.53
022923330036	2749 CHURCHILL ST	\$171.98	\$196.98
022923410019	715 HEINEL DR	\$117.88	\$142.88
022923410037	629 TERRACE DR	\$224.64	\$249.64
022923430026	757 TERRACE DR	\$313.33	\$338.33
022923430033	795 TERRACE DR	\$322.23	\$347.23
022923430044	808 TERRACE DR	\$113.45	\$138.45
022923430062	797 TERRACE DR	\$174.48	\$199.48
022923440052	738 WHEATON AVE	\$174.85	\$199.85
022923440060	675 CO RD C	\$773.36	\$798.36
022923440075	2743 DALE ST	\$192.33	\$217.33
032923130008	1244 BELAIR CIR	\$78.42	\$103.42
032923130064	1303 W CO RD C2	\$318.99	\$343.99
032923130069	2900 HAMLINE AVE	\$193.32	\$218.32
032923130077	3000 HAMLINE AVE	\$119.63	\$144.63
032923140026	1168 MAPLE LN W	\$493.32	\$518.32
032923210055	1407 BRENNER AVE	\$130.68	\$155.68
032923230016	2944 SIMPSON ST	\$117.82	\$142.82
032923230045	2936 ARONA ST	\$198.00	\$223.00
032923230071	2938 ASBURY ST	\$190.80	\$215.80
032923240061	2903 ALBERT ST	\$169.67	\$194.67
032923240069	2924 PASCAL ST	\$191.93	\$216.93
032923320154	2823 ARONA ST	\$131.97	\$156.97
032923320155	2821 ARONA ST	\$182.90	\$207.90
032923320159	2811 ARONA ST	\$160.35	\$185.35
032923330014	2720 SNELLING AVE	\$325.60	\$350.60
032923340003	2745 HAMLINE AVE	\$200.87	\$225.87
032923340019	2712 SHELDON ST	\$253.85	\$278.85
032923340027	1390 JUDITH AVE	\$324.95	\$349.95
032923340042	1389 RAMBLER RD 1434 RAMBLER RD	\$300.05 \$270.08	\$325.05
032923340047	2806 GRIGGS ST	\$376.34	\$295.08
032923410011	2827 GRIGGS ST	\$249.32	\$401.34 \$274.32
032923410035	2761 GRIGGS ST	\$208.12	\$274.32
032923410040	2851 FERNWOOD ST	\$343.70	\$368.70
032923420004	2799 MERRILL ST	\$227.27	\$252.27
032923420044	2754 HAMLINE AVE	\$183.31	\$208.31
032923430042	2682 HAMLINE AVE	\$188.74	\$208.31
032923430044	2700 HAMLINE AVE	\$188.74 \$190.45	\$215.45
042923120023	3024 FAIRVIEW AVE	\$190.45	\$213.43 \$242.42
042923120023	1815 LYDIA AVE	\$258.46	\$283.46
042923120029	1771 MILLWOOD AVE	\$258.46 \$188.69	\$203.46
042923130040	3041 FAIRVIEW AVE	\$502.82	\$527.82
042323210043	2041 I VIII AIFAA WAF	\$JUZ.0Z	۷۵،۱۷۷

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042923210055	3021 FAIRVIEW AVE	\$326.77	\$351.77
042923220100	3099 EVELYN ST	\$197.60	\$222.60
042923240042	2911 FAIRVIEW AVE	\$175.46	\$200.46
042923240044	2903 FAIRVIEW AVE	\$157.73	\$182.73
042923310025	2690 PRIOR AVE #4	\$236.72	\$261.72
042923330032	0 MOUNT RIDGE RD	\$1,309.66	\$1,334.66
042923340035	2690 PRIOR AVE # 3	\$624.58	\$649.58
042923340036	2690 PRIOR AVE # 1	\$1,883.10	\$1,908.10
042923420005	1785 CENTENNIAL DR	\$124.51	\$149.51
042923420026	1798 CENTENNIAL DR	\$117.39	\$142.39
042923430018	2745 HERSCHEL ST N	\$1,665.46	\$1,690.46
052923210073	3006 OLD HWY 8	\$277.55	\$302.55
052923220037	3072 PATTON RD	\$174.92	\$199.92
052923220084	3082 HIGHCREST RD 3009 TROSETH RD	\$252.23	\$277.23
052923220123 052923230037	2994 OLD HWY 8	\$646.81 \$199.82	\$671.81 \$224.82
052923230037	2986 OLD HWY 8	\$290.98	\$224.82 \$315.98
052923230038	2972 OLD HWY 8	\$290.98 \$161.25	\$186.25
052923230042	2968 OLD HWY 8	\$270.22	\$295.22
052923320001	3261 OLD HWY 8	\$134.39	\$159.39
052923320001	3253 OLD HWY 8	\$120.97	\$145.97
082923230010	2507 WALNUT ST-IRR	\$197.76	\$222.76
082923230010	2507 WALNUT ST	\$1,615.26	\$1,640.26
082923430044	2223 W CO RD B	\$338.44	\$363.44
082923430090	2202 MIDLAND VIEW COURT	\$127.71	\$152.71
092923120020	2586 FAIRVIEW AVE	\$127.61	\$152.61
092923120040	2566 BEACON ST	\$223.69	\$248.69
102923110012	1149 OAKCREST AVE	\$176.66	\$201.66
102923110019	2561 DUNLAP ST	\$219.24	\$244.24
102923110027	1106 OAKCREST AVE	\$179.13	\$204.13
102923120011	2604 DELLWOOD ST	\$466.70	\$491.70
102923120061	1294 OAKCREST AVE	\$164.03	\$189.03
102923140028	2473 LEXINGTON AVE	\$410.36	\$435.36
102923140080	2455 DUNLAP ST	\$209.77	\$234.77
102923240014	1363 BROOKS AVE	\$87.79	\$112.79
102923240094	1357 W CO RD B2	\$270.07	\$295.07
102923240100	1405 W CO RD B2	\$171.27	\$196.27
102923340017	1397 SANDHURST DR	\$985.05	\$1,010.05
102923420012	2323 DELLWOOD AVE	\$400.00	\$425.00
112923120025	750 CO RD C	\$328.16	\$353.16
112923120040	2545 FISK ST	\$193.62	\$218.62
112923130018	834 SEXTANT AVE	\$229.23	\$254.23
112923140011	715 SEXTANT AVE	\$186.47 \$1.46.47	\$211.47
112923140028	735 W CO RD B2	\$146.47	\$171.47
112923140044	2455 DALE ST	\$288.53	\$313.53
112923140048	2444 ST ALBANS ST	\$246.35 \$195.77	\$271.35
112923230017	2444 LEXINGTON AVE	\$185.77	\$210.77

as of December 31,	2022 Demiquent Ac		02/21/
112923230028	2468 CHURCHILL ST	\$257.71	\$282.71
112923230040	2476 OXFORD ST	\$298.94	\$323.94
112923230059	2442 AGLEN ST	\$232.35	\$257.35
112923230081	1016 TRANSIT AVE	\$204.14	\$229.14
112923240010	949 BROOKS AVE	\$157.44	\$182.44
112923310014	901 GRANDVIEW AVE	\$262.35	\$287.35
112923310021	970 W CO RD B2	\$434.34	\$459.34
112923310031	2360 NANCY PL	\$357.36	\$382.36
112923310039	946 GRANDVIEW AVE	\$168.31	\$193.31
112923320005	1016 W CO RD B2	\$411.07	\$436.07
112923320015	1086 W CO RD B2	\$389.89	\$414.89
112923320019	1079 GRANDVIEW AVE	\$259.38	\$284.38
112923320165	1088 LOVELL AVE	\$339.05	\$364.05
112923330050	2168 OXFORD ST	\$378.61	\$403.61
112923340007	936 HWY 36	\$294.36	\$319.36
112923340013	900 HWY 36	\$260.07	\$285.07
112923340067	907 W CO RD B	\$545.32	\$570.32
112923420010	790 W CO RD B2	\$329.44	\$354.44
112923420051	831 LOVELL AVE	\$339.09	\$364.09
112923420074	770 LOVELL AVE	\$132.72	\$157.72
112923420081	823 COPE AVE	\$209.09	\$234.09
112923420083	809 COPE AVE	\$395.67	\$420.67
112923430014	761 SHERREN ST	\$472.83	\$497.83
112923430044	772 SANDHURST DR W	\$475.37	\$500.37
112923430046	756 SANDHURST DR W	\$448.54	\$473.54
112923430048	740 SANDHURST DR W	\$128.09	\$153.09
112923430052	835 W CO RD B	\$413.70	\$438.70
112923430057	795 W CO RD B	\$338.16	\$363.16
112923440009	2237 DALE ST	\$107.54	\$132.54
122923110019	167 WEWERS RD	\$308.96	\$333.96
122923110049	2610 WEWERS RD	\$311.09	\$336.09
122923120021	350 OAKCREST LN	\$233.76	\$258.76
122923130028	370 BROOKS AVE	\$174.68	\$199.68
122923130072	2450 VIRGINIA CR	\$477.22	\$502.22
122923130093	333 W CO RD B2	\$193.73	\$218.73
122923140020	2501 WOODBRIDGE ST	\$203.51	\$228.51
122923140026	2483 WOODBRIDGE ST	\$265.93	\$290.93
122923140028	2477 WOODBRIDGE ST	\$288.35	\$313.35
122923240038	2417 WESTERN AVE	\$167.70	\$192.70
122923240041	2416 IRENE ST	\$194.82	\$219.82
122923310048	405 MINNESOTA AVE	\$294.36	\$319.36
122923330006	2222 DALE ST	\$339.61	\$364.61
122923340010	432 MINNESOTA AVE	\$291.05	\$316.05
122923340045	2239 COHANSEY BLVD	\$330.31	\$355.31
122923340054	2170 COHANSEY BLVD	\$394.53	\$419.53
122923410053	218 W CO RD B2	\$131.43	\$156.43
122923420005	2397 MATILDA ST	\$244.81	\$269.81

as of December 31,	2022 Demiquent A	20001113 131 QTN 2023	02/21/2
122923420011	346 W CO RD B2	\$345.70	\$370.70
122923420037	314 GRANDVIEW AVE	\$307.04	\$332.04
122923420083	2293 HAND AVE	\$103.80	\$128.80
122923420089	2334 WESTERN AVE	\$260.06	\$285.06
122923420091	2366 WESTERN AVE	\$256.31	\$281.31
122923430034	335 SANDHURST DR W	\$52.08	\$77.08
122923440009	226 MINNESOTA AVE	\$452.95	\$477.95
122923440015	2234 MARION ST	\$353.15	\$378.15
132923110004	170 W CO RD B	\$262.35	\$287.35
132923110062	2057 WOODBRIDGE ST	\$647.99	\$672.99
132923110081	2088 WILLIAM ST	\$262.99	\$287.99
132923110108	2088 ALBEMARLE ST	\$206.23	\$231.23
132923110137	2143 ALBEMARLE CRT	\$592.41	\$617.41
132923120016	311 BURKE AVE	\$429.56	\$454.56
132923120018	305 BURKE AVE-EAST	\$391.55	\$416.55
132923120018	305 BURKE AVE-WEST	\$345.09	\$370.09
132923120033	2084 GIESMANN ST	\$230.94	\$255.94
132923120084	320 W CO RD B	\$799.28	\$824.28
132923130004	305 ELMER ST	\$426.49	\$451.49
132923130016	269 MCCARRONS BLVD	\$291.05	\$316.05
132923130024	310 ELMER ST	\$302.32	\$327.32
132923140007	249 ELMER ST	\$390.59	\$415.59
132923210032	2084 IRENE ST	\$481.70	\$506.70
132923210040	2069 WESTERN AVE	\$275.98	\$300.98
132923220004	2091 COHANSEY BLVD	\$500.43	\$525.43
132923230020	548 SHRYER AVE	\$371.17	\$396.17
132923230021	540 SHRYER AVE	\$457.57	\$482.57
132923230058	577 ROSELAWN AVE	\$333.05	\$358.05
132923230073	602 MOUNDSVIEW AVE	\$268.99	\$293.99
132923240034	480 BAYVIEW DR	\$557.23	\$582.23
132923310029	483 S MCCARRONS BLVD	\$279.08	\$304.08
132923310049	1839 WESTERN AVE	\$392.18	\$417.18
132923310070	461 WOODRUFF AVE	\$128.09	\$153.09
132923310083	445 GLENWOOD AVE	\$176.41	\$201.41
132923310089	491 GLENWOOD AVE	\$377.14	\$402.14
132923310097	466 HILLTOP AVE	\$283.13	\$308.13
132923310098	462 HILLTOP AVE	\$342.39	\$367.39
132923310123	1823 WESTERN AVE	\$208.93	\$233.93
132923320010	1840 CHANDLER AVE	\$151.92	\$176.92
132923420043	300 MCCARRONS BLVD	\$194.53	\$219.53
132923440003	192 MCCARRONS BLVD	\$379.34	\$404.34
132923440004	186 MCCARRONS BLVD	\$411.55	\$436.55
132923440046	233 MCCARRONS PL	\$105.04	\$130.04
132923440052	209 MCCARRONS PL	\$98.01	\$123.01
142923110025	637 SKILLMAN AVE	\$550.93	\$575.93
142923110041	699 BELMONT LN	\$275.63	\$300.63
142923110052	2099 DALE ST	\$144.15	\$169.15

as of December 51,	2022 Demiquent Ac	COUNTS 13t QTN 2023	02/21/2
142923110079	645 ELDRIDGE AVE	\$407.83	\$432.83
142923120004	780 W CO RD B	\$230.94	\$255.94
142923120016	2112 VICTORIA ST	\$355.79	\$380.79
142923120017	851 PARKER AVE	\$337.46	\$362.46
142923120031	2119 AVON ST	\$155.59	\$180.59
142923120051	798 PARKER AVE	\$337.03	\$362.03
142923140022	656 SHRYER AVE	\$267.04	\$292.04
142923210075	964 W CO RD B	\$548.83	\$573.83
142923210080	896 PARKER AVE	\$714.17	\$739.17
142923220012	1066 W CO RD B	\$294.96	\$319.96
142923220065	2062 LEXINGTON AVE	\$861.33	\$886.33
142923230029	993 RYAN AVE	\$390.96	\$415.96
142923230051	1026 DRAPER AVE	\$217.51	\$242.51
142923230056	1941 CHATSWORTH ST	\$604.31	\$629.31
142923230066	1930 LEXINGTON AVE	\$524.07	\$549.07
142923230078	1055 RYAN AVE	\$276.34	\$301.34
142923310012	1817 VICTORIA ST	\$519.61	\$544.61
142923320008	1863 CHATSWORTH ST	\$332.45	\$357.45
142923320039	1853 AGLEN ST	\$327.08	\$352.08
142923320040	1845 AGLEN ST	\$313.79	\$338.79
142923320101	1045 RUGGLES ST	\$316.76	\$341.76
142923330048	1719 CHATSWORTH ST	\$373.84	\$398.84
142923340017	1738 CHATSWORTH ST	\$684.92	\$709.92
142923410016	1850 ALAMEDA ST	\$375.30	\$400.30
142923440021	1789 ALAMEDA ST	\$451.34	\$476.34
142923440046	621 LARPENTEUR AVE	\$543.25	\$568.25
142923440063	1748 ALTA VISTA DR	\$328.45	\$353.45
152923110023	1186 BURKE AVE	\$182.00	\$207.00
152923110053	1142 ELDRIDGE AVE	\$509.27	\$534.27
152923110058	2083 LEXINGTON AVE	\$111.26	\$136.26
152923110060	2069 LEXINGTON AVE	\$468.89	\$493.89
152923110061	2061 LEXINGTON AVE	\$377.78	\$402.78
152923110064	1121 SKILLMAN AVE 2147 FERNWOOD AVE	\$339.76	\$364.76
152923120001		\$410.85	\$435.85
152923120015 152923120070	1300 W CO RD B	\$128.09	\$153.09
	1285 SKILLMAN AVE 2049 FERNWOOD AVE	\$230.94	\$255.94
152923120085 152923130007	1266 SKILLMAN AVE	\$122.05 \$282.28	\$147.05
152923130007	1317 SHRYER AVE	\$161.63	\$307.28 \$186.63
152923130020	1306 SHRYER AVE	\$372.00	\$397.00
152923130034	1287 RYAN AVE	\$500.23	\$525.23
152923130049	1240 RYAN AVE		
152923130008	1292 DRAPER AVE	\$407.92 \$408.41	\$432.92 \$433.41
152923130099	1236 DRAPER AVE	\$408.41 \$359.64	\$433.41 \$384.64
152923130139	1193 RYAN AVE	\$359.04 \$435.19	\$460.19
152923140049	1959 LEXINGTON AVE	\$363.60	\$388.60
152923140088	1378 W CO RD B	\$146.85	\$388.60 \$171.85
132323210004	T2/Q AA CO UD D	\$140.05	Ş1/1.05

More than 60 days as of December 31,	•	Schedule A Accounts 1st QTR 2023	City of Roseville, MN 02/21/2023
152923210005	1386 W CO RD B	\$241.48	\$266.48
152923210065	1368 ELDRIDGE AVE	\$582.50	\$607.50
152923230007	1994 ASBURY ST	\$386.24	\$411.24
152923230028	1942 SNELLING AVE	\$465.93	\$490.93
152923230036	1969 ASBURY ST	\$363.82	\$388.82
152923230037	1970 ASBURY ST	\$437.17	\$462.17
152923230054	1950 ARONA ST	\$383.18	\$408.18
152923230060	1941 SIMPSON ST	\$337.07	\$362.07
152923240043	1446 SHRYER AVE	\$285.95	\$310.95
152923240049	1421 RYAN AVE	\$134.77	\$159.77
152923410005	1140 ROSELAWN AVE	\$256.31	\$281.31
152923410027	1131 AUTUMN ST	\$172.93	\$197.93
152923410057	1141 SUMMER ST	\$316.42	\$341.42
152923410106	1194 RUGGLES ST	\$259.98	\$284.98
152923420049	1890 HAMLINE AVE	\$109.97	\$134.97
152923420052	1911 HURON AVE	\$413.60	\$438.60
152923420057	1890 HURON AVE	\$243.66	\$268.66
152923420066	1875 DELLWOOD AVE	\$176.41	\$201.41
152923420086	1887 MERRILL ST	\$243.21	\$268.21
152923420092	1331 GARDEN AVE	\$278.11	\$303.11
152923420101	1277 GARDEN AVE	\$496.61	\$521.61
152923420125	1844 HAMLINE AVE	\$201.71	\$226.71
152923430027	1272 ROMA AVE	\$384.86	\$409.86
152923430028	1280 ROMA AVE	\$320.33	\$345.33
152923430032	1695 FERNWOOD AVE	\$304.00	\$329.00
152923440037	1791 DUNLAP ST	\$508.10	\$533.10
152923440044	1207 ROMA AVE	\$294.36	\$319.36
162923110076	2090 SAMUEL ST. #11	\$218.98	\$243.98
162923120028	1796 ELDRIDGE AVE	\$191.77	\$216.77
162923120042	1719 SKILLMAN AVE	\$162.13	\$187.13
162923130014	2030 FAIRVIEW AVE	\$101.04	\$126.04
162923130017	2000 FAIRVIEW AVE	\$214.63	\$239.63
162923130039	1988 WHEELER ST	\$150.61	\$175.61
162923130058	1742 RYAN AVE	\$405.15	\$430.15
162923130078	1745 ROSELAWN AVE	\$253.08	\$278.08
162923220034	1987 ELDRIDGE AVE	\$256.40	\$281.40
162923240062	1850 RYAN AVE	\$237.03	\$262.03
162923240090	1932 TATUM ST	\$166.06	\$191.06
172923130040	2216 DRAPER AVE	\$194.05	\$219.05
172923210008	2096 FAIRWAYS LN	\$298.05	\$323.05
172923210008	2370 W CO RD B	\$260.62	\$285.62
172923240008	1951 LAKE ST	\$158.55	\$183.55
172923240062	1938 LAKE ST	\$196.42	\$221.42
	TOTAL TO BE CERTIFIED TO	72301.12	<u> </u>
	2024 TAXES	\$97,675.88	\$105,700.88

REQUEST FOR COUNCIL ACTION

Date: February 27, 2023 Item No.: 10.e

Department Approval

City Manager Approval

Item Description: Approve 2210 Terminal Road Easement Agreement

1 BACKGROUND

- 2 The City of Roseville currently has an easement agreement with the property owner at 2210
- 3 Terminal Road for their north driveway accessing Terminal Road through a City parcel. As they
- were reviewing their property title, they realized that their east driveway out to Long Lake Road also
- 5 crosses a City parcel and is not under easement. They requested an easement similar to the one on
- 6 Terminal Road.
- 7 Our City Attorney worked with the property owner and drafted the attached Easement Agreement
- 8 (Attachment A). The easement allows the owner to keep and maintain a driveway over the City
- 9 parcel out to Long Lake Road. The owner is responsible for the maintenance of the driveway and
- any issues arising from the driveway in the easement.

11 POLICY OBJECTIVE

- 12 It is City policy to keep City-owned infrastructure in good operating condition and to keep systems
- operating in a safe condition.

14 **BUDGET IMPLICATIONS**

There are no costs for this easement agreement.

16 RACIAL EQUITY IMPACT SUMMARY

17 There should be no equity impacts associated with this agreement.

18 STAFF RECOMMENDATION

20

Staff recommends the City Council approve the easement agreement for 2210 Terminal Road.

REQUESTED COUNCIL ACTION

21 Motion to approve the easement agreement for 2210 Terminal Road.

Prepared by: Jesse Freihammer, Public Works Director

Attachments: A: Easement Agreement

B: Location Map

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made and entered into as of the ______ day of ______, 2023, by and between the City of Roseville, Minnesota, a municipal corporation ("City"), and Willow Properties #7, LLC, a Minnesota limited liability company ("Willow"), DJB-GIF2, LLC, a Minnesota limited liability company ("DJB"), and Ryan Terminal LLC, a Minnesota limited liability company ("Ryan,") and together with Willow and DJB, collectively, the "Grantee").

RECITALS

WHEREAS, City is the owner of a certain tract of land in the City of Roseville, Ramsey County, Minnesota, legally described on <u>Exhibit A</u> attached to and made a part of this Agreement, and commonly known as Parcel ID No. 082923420015 (the "City Property"); and

WHEREAS, Grantee is the collective owner, as tenants in common, of a certain tract of land in the City of Roseville, Ramsey County, Minnesota, legally described on Exhibit B attached to and made a part of this Agreement, and commonly known as Parcel ID No. 082923420001 (the "Grantee Property"); and

WHEREAS, a portion of the Grantee Property is adjacent to and abuts the City Property along the City Property's western boundary line, and the City Property's eastern boundary line is adjacent to and abuts Long Lake Road, a publicly dedicated and maintained right-of-way ("Road"); and

WHEREAS, City and Grantee (collectively, the "Parties" and individually, each a "Party") desire to enter into this Agreement so that Grantee shall have an easement for ingress and egress over a portion of the City Property to access the Road.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into and made a part of this Agreement, and in further consideration of the mutual promises and covenants set forth in this Agreement, which are acknowledged by the Parties to

comprise and constitute sufficient consideration to enter into this Agreement, the Parties hereby agree as follows:

- 1. <u>Ingress and Egress Easement</u>. The City hereby grants, bargains, sells and conveys to Grantee and Grantee's successors and assigns a non-exclusive, perpetual easement for pedestrian and vehicular ingress and egress to and from the Grantee Property over the City Property to access the Road (the "Easement"). The Easement is and will be defined and located over and across the paved driveway as it is now existing on the City Property. The Easement area may be relocated at the request and discretion of Grantee, subject to the permission of the City and any then-existing permit and zoning requirements. The Easement may be used by Grantee, Grantee's successors and assigns, and Grantee's tenants, invitees, employees, agents, customers, and other users of the improvements located on the Grantee Property.
- 2. <u>Covenants Running with the Land; Successors and Assigns</u>. The terms of this Agreement and the Easement granted herein shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the Parties, respectively, and their respective successors and assigns. This Agreement is appurtenant to and benefits the Grantee Property.

3. Additional Provisions.

- a. By executing this Agreement, the Parties acknowledge and represent to one another that all actions and procedures necessary to validly authorize, execute and deliver this Agreement have been duly performed, and that the persons signing for each Party have been duly authorized to do so. City represents that it has authority, as the fee simple owner of the City Property, to grant the Easement described in this Agreement. City further represents that neither this Agreement nor the Easement granted herein (i) conflict with or violate or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument relating to the City Property, and (ii) are subordinate to any mortgage or similar senior lien(s) against the City Property (other than lien(s) for unpaid taxes and assessments), provided, however, that if such senior lien(s) do exist, then prior to the execution and recording of this Agreement, City must obtain the consent and subordination of any such lienholder(s) to this Agreement and Easement. City agrees that it shall not build, erect or maintain any improvements within the Easement that would materially interfere with Grantee's use of the Easement as described herein.
- b. It shall be the sole responsibility of Grantee to maintain (including without limitation snow and ice removal) the paved driveway and all other private improvements located within the Easement in a good, safe, and usable condition, fully consistent with all applicable laws, regulations, ordinances, codes, and other requirements of City. City shall have no responsibility to maintain the paved driveway or private improvements located within the Easement or to reimburse Grantee for any maintenance costs and expenses related thereto. Neither Party shall have any right to place a lien on the other Party's parcel in connection with this Agreement or the Easement granted herein.

- c. Grantee shall indemnify and hold City and City's respective constituents harmless from and against any claims, liabilities, losses, costs, and expenses arising from any injury, loss or damage whatsoever to any person or property occurring within the Easement, except to the extent caused by City's gross negligence or willful misconduct.
- d. This Agreement may be amended or terminated only by a written agreement executed by all Parties hereto, or their respective successors or assigns, and recorded in all applicable land records of the City Property and the Grantee Property. This Agreement will, upon Grantee's written approval provided to City, automatically terminate and be of no further force or effect if (i) the City Property is publicly dedicated and becomes part of the Road and (ii) the Grantee Property has direct access to the Road in substantially similar location and manner as per the Easement granted in this Agreement.
- e. This Agreement shall be interpreted, construed and governed by applicable Minnesota law. This Agreement contains the entire agreement of the Parties concerning the subject matter herein and supersedes all prior and contemporaneous representations, understandings and agreements relating to such subject matter, if any, all of which are merged herein. This Agreement may be signed in any number of counterparts and by facsimile, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. As soon as practicable upon full execution of this Agreement, the Parties shall cooperate to cause the Agreement to be recorded in all applicable land records of the City Property and the Grantee Property, respectively, and Grantee shall be solely responsible for all costs of recording the Agreement.

[Remainder of page intentionally left blank; signature and acknowledgment pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date and year first above written.

	CITY:
	City of Roseville, Minnesota, a municipal corporation
	By: Name: Dan Roe Its: Mayor
	By: Name: Patrick J. Trudgeon Its: City Manager
STATE OF MINNESOTA)) ss. COUNTY OF RAMSEY)	
This instrument was acknowledged and Patrick J. Trudgeon, the Mayor and Minnesota, a municipal corporation, on behavior	before me on
	Signature of Person Taking Acknowledgement
(Notary Stamp)	
	ge intentionally left blank; nowledgment pages follow.]

Willow Properties #7, LLC, a Minnesota limited liability company By: Name: Timothy W. Elam Its: President STATE OF MINNESOTA) ss. COUNTY OF _______ This instrument was acknowledged before me on _______, 2023, by Timothy W. Elam, as President of Willow Properties #7, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

GRANTEE:

[Remainder of page intentionally left blank; signature and acknowledgment pages follow.]

Title or rank

Serial Number, if any

(Seal, if any)

GRANTEE (cont'd): DJB-GIF2, LLC, a Minnesota limited liability company By: Name: David J. Berglund Its: President STATE OF MINNESOTA) ss. COUNTY OF ______) This instrument was acknowledged before me on ______, 2023, by David J. Berglund, as President of DJB-GIF2, LLC, a Minnesota limited liability company, on behalf of the limited liability company. Signature of Person Taking Acknowledgement (Seal, if any) Title or rank Serial Number, if any

[Remainder of page intentionally left blank; signature and acknowledgment page follows.]

GRANTEE (cont'd): Ryan Terminal LLC, a Minnesota limited liability company By: Name: Colin Ryan Manager Its: STATE OF MINNESOTA) ss. COUNTY OF This instrument was acknowledged before me on _______, 2023, by Colin Ryan, as Manager of Ryan Terminal LLC, a Minnesota limited liability company, on behalf of the limited liability company. Signature of Person Taking Acknowledgement (Seal, if any) Title or rank Serial Number, if any

[End of signature and acknowledgment pages.]

This instrument was drafted by, and after recording should be returned to:

Moss & Barnett, P.A. (JMS) A Professional Association 150 South Fifth Street, Suite 1200 Minneapolis, MN 55402 (612) 877-5000

8270356v1

EXHIBIT A

City Property

The land described is situated in the County of Ramsey, State of Minnesota, and is legally described as follows:

Outlot C, Gateway Business Park, according to the recorded plat thereof. (Torrens Property, Certificate of Title No. 388248)

EXHIBIT B

Grantee Property

The land described is situated in the County of Ramsey, State of Minnesota, and is legally described as follows:

The East 407 feet of the West 627 feet of the East three-fourths of the North half of the Southeast quarter, all in Section 8, Township 29, Range 23. Except the South 50 rods thereof, and excepting and reserving unto the parties of the first part the Northerly 35 feet of the Easterly 27.4 feet of the above described property.

(Torrens Property, Certificate of Title No. 558012)



2359 Long Lake Rd Proposed Driveway Easement



DDC_ARMER
This map is more a bugly recorded map or a survey and not intended to be used an one. This map is a completion of records, information and data boarded in various ody, county, data and funded offices and other success appropriate place as a chose, and is to be used for reference purposes only. The Cy does not secure that the Doc Armer and Cy does not sex







Agenda Date: February 27, 2023 Agenda Item: 10.f

Department Approval

City Manager Approval

Janue Gundrach

Item Description: Adopt a Resolution approving a Conditional Use to allow a parking lot as a

principal use at 2373 and 2395 County Road C2 (PF22-015)

BACKGROUND

11

2 AUNI Holdings, owner of 2929 Long Lake Road, recently executed a lease with FedEx to occupy

and make substantial improvements to the existing building located at 2929 Long Lake Road. This

4 lease also includes a commitment to improve the parcels immediately west of 2929 Long Lake Road

along County Road C2 with a surface parking facility. FedEx's proposed use and employment needs

at 2929 Long Lake Road necessitates the need to create additional employee parking at 2373 and

2395 County Road C2. The proposed site plan depicts 243 parking spaces. The parking lot is

8 intended for employee-only parking, unlike a previous proposal reviewed in January by the Planning

9 Commission that included van parking. A parking lot as a principal use requires an approved

conditional use that complies with the requirements found in §1009.02.C7

PLANNING COMMISSION ACTION

- On January 4, 2023, the Roseville Planning Commission held the duly noticed public hearing on the
- request by ANUI Holdings, on behalf of FedEx and Robert Buegen, for a Conditional Use to allow a
- parking lot as a principal use at 2373 and 2395 County Road C2. Two adjacent property owners were
- allowed to address the Planning Commission (Frank Yaquinto, 2405 County Road C2 and Don
- Bromen, ownership group for Aquarius Apartments) indicating their concerns. Mr. Yaquinto was
- opposed to the proposal for a variety of reasons. Mr. Bromen was not directly opposed, but did
- express concerns, namely on screening and loss of trees. During this initial Commission review, the
- item was tabled to afford the applicant additional time to provide an updated site plan reflecting the
- owner's testimony that some of the needs had changed and the current site plan was not wholly
- accurate anymore (PC Minutes 01/04/23 as Attachment A).
- On February 1, 2023, the Planning Commission reopened the public hearing to consider the revised
- parking lot site plan, for which a presentation and recommendation was given by staff (RPCA Packet
- as Attachment B).
- 25 At the reopened public hearing, Commissioners had a number of questions or clarifications of staff
- and the applicant regarding the proposal and additional comments were made by Frank Yaquinto,
- 27 2405 County Road C2 and Don Bromen, ownership group for Aquarius Apartments (PC Minutes
- 28 02/01/23 as Attachment C).
- During both the January and February Planning Commission meetings, the public and Commissioners
- discussed traffic impacts. The Public Works Director indicated traffic is not a concern, but in an
- effort to address questions surrounding the potential for three shifts of employee parking and whether
- 32 the existing roadway can accommodate that traffic, the Public Works Director provided a memo
- outlining the worst-case traffic load for three shifts of employee parking (Attachment E). This

- calculation affirms traffic loads on County Road C2 would remain well below the road's capacity.
- Upon reaching consensus on a number of items, the Planning Commission voted 7-0 to recommend to the City Council approval of the Conditional Use for a parking lot as a principal use at 2373 and
- 2395 County Road C2, based on the information in the staff report, the submitted site plan, and the
- following conditions as recommended by staff and amended by the Commission:
 - **a.** The installation of an 8-foot wide trail with 5-foot boulevard being installed along County Road C2 the length of the three parcels, per the Roseville Pathway Master Plan.
 - **b.** The property owner dedicates a pathway easement to the City for the 8-foot wide pathway prior to release of any permits.
 - c. Storm water management will be required per watershed and City requirements.
 - **d.** The wetland present at 2395 County Road C2 is delineated and the property owner/applicant meet RCWD's requirements to replace any permissible wetland loss either onsite or offsite through credits.
 - e. The improvements meet all applicable requirements of, §1011.03.B, *Buffer Area Screening*, §1011.03.C, *Parking Lot Landscaping*, §1011.04, *Tree Preservation and Restoration in all Districts*, to the satisfaction of the City Planner, prior to submittal of a building permit.
 - **f.** The site plan is modified such that the employee parking includes a minimum 15-foot setback from the property line between 2395 and 2373 County Road C2, or the property owner shall legally combine into a single lot negating the need to meet the side yard setback requirement.
 - **g.** The total number of parking spaces shall not exceed 220, with no parking stalls being directed towards the residential property to the west.
 - **h.** The minimum parking lot setback from the north and west property lines shall be 40 feet.

RACIAL EQUITY IMPACT SUMMARY

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The Community Development Department has not identified or evaluated any racial equity impacts related to this action.

SUGGESTED CITY COUNCIL ACTION

- Adopt a Resolution (Attachment D) approving a Conditional Use for a parking lot as a principal use at 2373 and 2395 County Road C2, based on the information contained in this report and subject to the following conditions:
 - **a.** The installation of an 8-foot wide trail with 5-foot boulevard being installed along County Road C2 the length of the three parcels, per the Roseville Pathway Master Plan.
 - **b.** The property owner dedicates a pathway easement to the City for the 8-foot wide pathway prior to release of any permits.

- c. Storm water management will be required per watershed and City requirements.
 - **d.** The wetland present at 2395 County Road C2 is delineated and the property owner/applicant meet RCWD's requirements to replace any permissible wetland loss either onsite or offsite through credits.
 - **e.** The improvements meet all applicable requirements of, §1011.03.B, *Buffer Area Screening*, §1011.03.C, *Parking Lot Landscaping*, §1011.04, *Tree Preservation and Restoration in all Districts*, to the satisfaction of the City Planner, prior to submittal of a building permit.
 - **f.** The site plan is modified such that the employee parking includes a minimum 15-foot setback from the property line between 2395 and 2373 County Road C2, or the property owner shall legally combine into a single lot negating the need to meet the side yard setback requirement.
 - **g.** The total number of parking spaces shall not exceed 220, with no parking stalls being directed towards the residential property to the west.
 - **h.** The minimum parking lot setback from the north and west property lines shall be 40 feet.

ALTERNATIVE ACTIONS

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- a. Pass a motion to table the item for future action. An action to table must be tied to the need of clarity, analysis and/or information necessary to make a recommendation on the request. Tabling beyond March 27, 2023, would require extension of the 60-day action deadline established in Minn. Stats. 15.99.
- **b.** Pass a motion denying the proposal. An action to deny must include findings of fact germane to the request.

Report prepared by: Thomas Paschke, City Planner, 651-792-7074

thomas.paschke@cityofroseville.com

Attachments: A. PC Minutes 1/4/23

B. 2/1/23 RPCA Packet

C. PC Minutes 2/1/23

D. Draft CU Resolution

E. Supplemental Memo on Traffic

EXCERPT OF THE JANUARY 4, 2023 REGULARLY MEETING OF THE ROSEVILLE PLANNING COMMISSION

1	1.	Pu	blic Hearing
2 3 4 5		a.	Consider a Request by AUNI Holdings in Coordination with FedEx for a Conditional Use to Allow a Parking Lot as a Principal Use at 2373 and 2395 County Road C2 (PF22-015)
6 7 8			Vice Chair Pribyl opened the public hearing for PF22-015 at approximately 6:33 p.m. and reported on the purpose and process of a public hearing. She advised this item will be before the City Council on January 30, 2023.
9 10			City Planner Paschke summarized the request as detailed in the staff report dated January 4, 2023.
11 12			Member McGehee asked for additional information on some of the parking lot things that would be required.
13 14 15 16 17 18 19			Mr. Paschke indicated all of the current park lot requirements would be enforced for this parking lot. He believed the difference is in the way the parking lot is designed for parking vehicles. He indicated he has not had any discussion with the applicant regarding parking of vans and the potential requirement of islands. Islands are required every fifteen stalls and, in some cases, separate on the end of drive aisles in some cases but in most cases. That discussion has not occurred as it relates to this parking lot. He indicated the coverage is going to be eighty-five percent hard cover, fifteen percent green space.
20			Member McGehee asked if there was anything for EV charging.
21 22			Mr. Paschke indicated there was not anything like that and is not currently in the Zoning Code.
23 24			Member McGehee thought this could be a condition placed on the approval of this project.
25			Mr. Paschke was not sure it could be a condition.
26 27 28 29			Member Schaffhausen explained she went through staff recommendations and they kind of matched many of the requests from people that live around this as far as some of their concerns. She asked Mr. Paschke to provide a one-to-one match regarding the provisions recommended that was provided in the bench hand out provided to the Commission.
30 31 32 33 34 35 36			Mr. Paschke explained that based on this proposal, the parking lot is set back currently from that north property line and twenty-eight feet from the west property line. He reviewed with the Commission the provisions in the bench hand out. He noted the goal is to be to have a greater setback on the two property lines and also the attempt to try to save some trees along the property lines, if possible. That is all going to depend on how the site is engineered and how much earth that needs to be moved and those types of things.
37 38			Member Schaffhausen thought it looked like staff was recommending both fence and some semblance of landscaping as well.

- Attachment A Mr. Paschke indicated that was correct because landscaping would be required to be 40 planted as well. 41 Member Schaffhausen asked if the fence would help with lighting as well. 42 Mr. Paschke indicated it will because this parking lot will have some sort of lighting for 43 the parking lot. Staff will collaborate with the applicant on the lighting, and he thought 44 the goal is to make certain that the light that overflows and spills off of the property is far 45 less than what the Code requires. 46 Member McGehee indicated in the plan, the stormwater pond has been moved over to the 47 extra piece of land and she wondered if there was a reason to not actually move that one 48 parking lot over, closer to their property and leaving the wetland alone, since that is 49 where their employees are going to park. 50
- Mr. Paschke thought the applicant would need to answer that question. 51
- Vice Chair Pribyl asked if the reason why this was coming before the Commission as a 52 conditional use was primarily because it is just a parking lot. 53
- Mr. Paschke indicated that was correct. 54

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- Mr. Kevin Anderson, representing AUNI Holdings addressed the Commission. 55
- 56 Mr. Scott Pieper, owner of 2929 Long Lake building addressed the Commission regarding the building design and how it currently works with vans arriving and leaving. 57 He noted the bottleneck is going to become parking for employees. He reviewed the 58 59 available and projected parking lot spaces for employee vehicles with the Commission.
- Member Schaffhausen asked how the employees will travel from the parking lot to the 60 61 facility.
 - Mr. Pieper explained the way he would see it is a covered stairwell would be constructed to go from the parking lot down to the base. It would have to come in on the southwest corner.
 - Member Bjorum asked if that will need to be handicap accessible if accessible parking stalls are being provided.
 - Mr. Paschke thought the way around that will be the City path this being required. There will be a path that connects to the existing one and there is an assumption that the City sidewalk might be ADA compliant to take a person all the way down and around to get them into the building.
 - Mr. Pieper explained there is ADA compliancy on the north end. The sidewalk is compliant with two stalls outside and handicap accessibility inside the building.
- Member Bjorum asked with the requirement in the packet of the City's eight-foot path, 73 essentially it is not shown on this site plan so in reality this whole thing would be pushed 74 further north to accommodate that. 75
- Mr. Paschke explained that is incorrect, it will work with what is there, he believed. It is 76 just an extension of the existing path. 77
- Vice Chair Pribyl asked regarding the stormwater pond, she assumed that is potentially 78 located where it is shown because of the natural grade of the site. 79

Attachment A

Mr. Pieper agreed that is what it appeared to be, but he thought if he received the City 80 blessings it could be pursued in a little deeper context. He explained they would get the 81 elevations exactly the way they should be and make sure it is correct. 82 Member Pribyl wondered if the existing wetland could be utilized in lieu of building a 83 new pond or expand the existing wetland and potentially in that way provide an amenity 84 for some of the residential uses that are nearby and also make the parking closer to the 85 86 destination. Mr. Pieper indicated they can work on that. He noted this is just a preliminary plan and 87 nothing is etched in stone in terms of the architectural where it has to be exactly as 88 shown. 89 Member Aspnes asked regarding the van parking. It appears to be a secure parking lot 90 with controlled access. There was mention that there is already parking within the 91 building for vans. She wondered how many vans Mr. Pieper saw being outside in this lot. 92 Mr. Pieper indicated there is van parking in the building and there will be no vans in this 93 parking lot. This is strictly personal vehicle parking. Right now, there are fifty-one 94 95 delivery vans. Member Aspnes understood and indicated the parking closest to the building is 96 considered employee parking, on the east end and then there is a second parking lot on 97 the west side that shows van parking of fifty-three spaces with controlled access. If the 98 vans are all parked within the building, then what is the purpose of the van parking lot. 99 Mr. Pieper explained the controlled parking is on the south end of the building. That is 100 where the semi/vans come in and that is fenced and gated. It is secure and no one can get 101 into that area without going through the security. He did not think that is the correct plan 102 if it has fifty-three parking spots for vans. He indicated there was two sketches on this. 103 The first one had vans but that is not what is going to be there, it was all for employee 104 parking. 105 Mr. Anderson explained the plan he has had the van parking and employee parking with 106 those two sites. He noted Mr. Pieper has talked to the controllers at Fed Ex more recently 107 than he has so maybe this is just for employee parking now. 108 Mr. Pieper explained there will not be van parking there, that is Fed Ex's latest proposal 109 per say. The reason being is the van parking, semi's that are coming in, has to be a 110 secured location and nobody can get access to it because there could be packages in the 111 van that are left overnight so it would have to be in a secured location. He reviewed Fed 112 Ex business model. 113 Vice Chair Pribyl asked if the wrong plan was included in the packet how would that 114 affect the Commission's discussion. 115 Mr. Paschke thought the Commission would want the appropriate plan in order to make a 116

recommendation. He recommended tabling this item until the February meeting and in

that timeframe, staff can get the correct appropriate plan and probably some additional

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details.

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Attachment A

121	<u>Public Comment</u>
122 123 124 125 126	Mr. Don Bromen, explained he has been involved with Aquarius Apartments for forty- one years. He explained the building is beautiful with a wooded area surrounding it. He explained it is a hundred-unit building. He brought photos of the backline of the parcel for the Commission to review. He thought for them, having a buffer there with a berm would be ideal.
127 128 129 130	Mr. Frank Yaquinto, 2405 County Road C2, explained the main thing for him is he is worried about the property values of his and surrounding properties. He would like to be assured that his property values will not drop because of this. He thought it was kind of a drastic change to the area with traffic and the lighting from the parking lot.
131	MOTION
132 133 134 135	Member McGehee moved, seconded by Member Schaffhausen, to table the Request by AUNI Holdings in Coordination with FedEx for a Conditional Use to Allow a Parking Lot as a Principal Use at 2373 and 2395 County Road C2 until the February 1, 2023 Planning Commission meeting. (PF22-015).
136 137 138 139 140	Ayes: 5 Nays: 0 Motion carried.

REQUEST FOR PLANNING COMMISSION ACTION

Agenda Date: 02/01/23 Agenda Item: 6a

Department Approval

MANUAL GUNDAUM

Agenda Section **Public Hearings**

tem Description:

Continuation to consider a Request by AUNI Holdings in coordination with FedEx for a Conditional Use to allow a parking lot as a principal use at 2373 and 2395 County Road C2 (PF22-015)

1 APPLICATION INFORMATION

2 Applicant: AUNI Holdings

3 Location: 2373 & 2395 County Road C2

4 Application Submission: 11/28/22; deemed complete 12/08/22

5 City Action Deadline: January 26, 2023

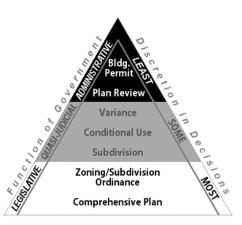
Extended to March 27, 2023

7 Zoning: Corridor Mixed-Use (MU-3) District

- 8 LEVEL OF DISCRETION IN DECISION MAKING: Action taken on a conditional use proposal is
- 9 **quasi-judicial**; the City's role is to determine the facts associated with the request, and apply
- those facts to the legal standards contained in State Statute and City Code.
- 11 BACKGROUND

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- 12 This item was continued at the January 4, 2023,
- 13 Planning Commission meeting due to an incorrect site
- plan; meeting minutes can be found as Attachment C.
- 15 Since the January meeting, the Planning Division
- 16 received a revised site plan, which has been reviewed
- by the City staff whose comments are included in the
- 18 <u>following review.</u>
- 19 AUNI Holdings, owner of 2929 Long Lake Road,
- 20 recently executed a lease with FedEx to occupy and make
- 21 substantial improvements to the existing building located
- at 2929 Long Lake Road. This lease also includes a commitment to improve the parcels
- immediately west of 2929 Long Lake Road along County Road C2 with a surface parking
- facility. FedEx's proposed use and employment needs at 2929 Long Lake Road necessitates the
- 25 need to create additional employee parking at 2373 and 2395 County Road C2. The proposed
- site plan depicts 243 parking spaces. The parking lot is intended for employee-only parking.
- 27 unlike the proposal reviewed in January that included van parking.
- Table 1005-1 for the Mixed-Use Districts includes parking as a principal use and requires an
- 29 approved Conditional Use (CU) that complies with City Code requirements, including
- 30 §1009.02.C. The applicant has entered into a purchase agreement with Robert Beugen, owner of
- 31 the two adjacent residentially-used properties at 2373 and 2395 County Road C2, and seeks
- 32 approval of a CU to facilitate construction of the necessary surface parking lot on these two
- 33 parcels.



- 34 The revised parking lot plan illustrates a single parking lot accommodating 243 stalls. The
- proposed lot contains two access points: one at the west and one at the east boundaries of the
- parking lot. The lot is currently set back 40 feet from the west property line, 40 feet from the
- 37 north property line, with the proposed storm water management facility located in the northeast
- 38 corner of the site (see Attachment D).
- The proposed parking lot includes the parking lot islands required by §1011.03C of the Zoning
- 40 Code and the required pathway along County Road C2. The proposal also includes connections
- 41 from the parking lot to the County Road C2 pathway and to the warehouse building to the east
- 42 that FedEx is occupying.
- The City Engineer has determined there will be no significant traffic issues associated with the
- parking lot. A formal traffic study is not required. Existing traffic on County Road C2 is 3,300
- 45 vehicles per day and has adequate capacity for any increase in traffic. A conservative estimate of
- new traffic generated from the parking lot is 752 new trips per day. The existing three-lane
- design of County Road C2 accommodates the increased vehicle use.
- In order to maintain this design, the property owner must combine 2373 and 2395 County Road
- 49 C2 into a single property as the MU-3 zoning district requires a minimum 15-foot side yard
- 50 parking setback. Alternatively, the property owner may elect to revise the proposed site plan to
- meet the minimum setback requirement, although that option would result in two distinct parking
- lots, as opposed to one.
- 53 While the Zoning Code provides little guidance for a parking lot as a principal use, aside from
- 54 the general criteria found in §1009.02.C, Planning Division staff relies on other specific sections
- of the Zoning Code to determine overall compliance with other Zoning Code standards. These
- sections include §1011.03.B, Buffer Area Screening, §1011.03.C, Parking Lot Landscaping, and
- \$1011.12.E.9, Outdoor storage, fleet vehicles. This report, and the associated site plan, only
- reviews the conditional use for the parking lot and otherwise assumes the project can or will
- 59 comply with required City and Zoning Code standards prior to release of any necessary building
- 60 permits, including rectifying the side yard parking lot setback issue. It's also worth noting the
- site could be developed with a conforming office or commercial use, and associated surface
- parking, without the need for a CU, a public hearing, or Commission or Council consideration.
- 63 CONDITIONAL USE ANALYSIS
- REVIEW OF GENERAL CONDITIONAL USE CRITERIA: Section 1009.02.C of the Zoning Code
- establishes general standards and criteria for all conditional uses. When deciding on whether to
- approve or deny a conditional use, the Planning Commission (and City Council) must review the
- proposal and determine if compliance can be achieved with the stated findings.
- The general code standards of §1009.02.C are as follows:
- 69 **a.** The proposed use is not in conflict with the Comprehensive Plan. While a parking lot doesn't
- appreciably advance the goals of the Comprehensive Plan aside from facilitating continued
- 71 investment in a property, Planning Division staff believes it does not conflict with the
- 72 Comprehensive Plan either. More specifically, the General and Commercial Area Goals and
- Policies sections of the Comprehensive Plan include a number of policies related to
- reinvestment, redevelopment, quality development, and scale. The proposed parking lot is
- one component of a larger investment, which would align with the related goals and polices
- of the Comprehensive Plan.

77 b. The proposed use is not in conflict with a Regulating Map or other adopted plan. The
 78 proposed use is not in conflict with such plans because none apply to the property.

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- 79 c. The proposed use is not in conflict with any City Code requirements. Planning Division staff
 80 finds the proposed parking can and will meet all applicable City Code requirements;
 81 moreover, a CONDITIONAL USE approval can be rescinded if the approved use fails to comply
 82 with all applicable Code requirements or any conditions of the approval.
 - d. The proposed use will not create an excessive burden on parks, streets, and other public facilities. City staff has determined the proposed parking lot improvement will not create an excessive burden on parks, streets, or other public facilities. Specifically, this parking lot is associated with a major package delivery service (FedEx), whereby many employees do not work on-site as they are delivering packages. For those that do work on-site, it is not anticipated their use of the park and/or trail system would result in a burden, nor have City Parks Department staff expressed concerns to Planning Division staff. In fact, implementation of a condition of approval requiring installation of a trail will only improve upon the City's trail amenities.
- The City Engineer has also determined there will be no significant traffic issues associated with the parking lot. A formal traffic study is not required. Existing traffic on County Road C2 is 3,300 vehicles per day and has adequate capacity for any increase in traffic. A conservative estimate of new traffic generated from the parking lot is 752 new trips per day. The existing three-lane design of County Road C2 can accommodate the increased vehicle use.
- 98 The proposed use will not be injurious to the surrounding neighborhood, will not negatively impact traffic or property values, and will not otherwise harm the public health, safety, and 99 general welfare. Planning Division staff have determined the proposed parking lot will not be 100 101 injurious to the surrounding neighborhood; negatively impact traffic or property values; and will not otherwise harm the public health, safety, and general welfare given the existing 102 impact of commercial uses already present and utilizing this corridor of County Road C2. 103 104 Specifically, the 2040 Roseville Comprehensive Plan guides these parcels and those in direct proximity for Mixed-Use, and a rezoning to Corridor Mixed-Use was accomplished in 105 November of 2021 to ensure consistency between the City's official Zoning Map and 106 107 Comprehensive Plan. Prior to this change, the 2030 Comprehensive Plan and official City 108 Zoning Map designated these parcels for High Density Residential. This change was made in anticipation of the residential parcels along County Road C2 to someday be redeveloped 109 under more flexible zoning standards than the high-density residential designation offered. 110 County Road C2, with existing traffic of 3,300 vehicles per day and a conservative increase 111 of roughly 752 new vehicle trips, is adequately designed to accommodate this increase in 112 traffic given the three-lane roadway design. Further, County Road C2 is already utilized by 113 numerous industrial uses in the area with no issues. Lastly, although this parking lot will 114 generate new trips within the general area, this use is less impactful than a number of 115 permitted uses that could be redeveloped on the subject parcels. 116

- 117 PLANNING COMMISSION CONSIDERATION
- On January 4, 2023, the Planning Commission held the duly noticed public hearing. At the
- meeting the Planning Commission received the staff report and recommendation; listened to the
- applicant's presentation and comments; and accepted public comments.
- During the applicant's presentation it became clear the parking lot plan before the Planning
- 122 Commission no longer represented the applicant's intended use of the properties. As such, the
- Planning Commission voted (5-0) to table action on the Conditional Use request to the February
- 1, 2023 Planning Commission meeting to allow the applicant time to submit revised plans to
- 125 Planning Division staff.

126 PLANNING DIVISION RECOMMENDATION

- On December 8 the Roseville Development Review Committee (DRC) met to review and
- consider the submitted parking lot proposal for 2373 & 2395 County Road C2. Although noting
- specific permit processes are required prior to receiving final approval, the DRC did not have
- any concerns with the application.
- On January 20, 2023, the City Planner submitted the revised parking lot plan to the Public Works
- Director for review and comment, which comments and recommendations were the same as
- previously stated.
- The Planning Division recommends approval of the CU request to allow a 243 stall surface
- parking lot as a principle use at 2373 & 2395 County Road C2, subject to the following
- 136 conditions:
- 137 1. The installation of an 8-foot wide trail with 5-foot boulevard being installed along County
 138 Road C2 the length of the three parcels, per the Roseville Pathway Master Plan.
- 139 2. The property owner dedicates a pathway easement to the City for the 8-foot wide pathway prior to release of any permits.
- 3. Storm water management will be required per watershed and City requirements.
- The wetland present at 2395 County Road C2 is delineated and the property owner/applicant
 meet RCWD's requirements to replace any permissible wetland loss either onsite or offsite
- through credits.
- 5. The improvements meet all applicable requirements of § 1011.03.B, *Buffer Area Screening*,
- §1011.03.C, Parking Lot Landscaping, and §1011.12.E.9, Outdoor storage, fleet vehicles, to
- the satisfaction of the City Planner, prior to submittal of a building permit.
- 148 6. The site plan is modified such that the employee parking includes a minimum 15-foot
- setback from the property line between 2395 and 2373 County Road C2, or the property
- owner shall legally combine into a single lot negating the need to meet the side yard setback
- requirement.

- 152 SUGGESTED PLANNING COMMISSION ACTION
- By motion, recommend approval of a CONDITIONAL USE for 2373 & 2395 County Road C2,
- allowing surface parking as a principle use on the subject properties based on the comments,
- findings, and six conditions stated in this report.
- 156 ALTERNATIVE ACTIONS
- **a.** Pass a motion to table the item for future action. An action to table must be tied to the need for clarity, analysis, and/or information necessary to make a recommendation on the request.
- b. Pass a motion recommending denial of the proposal. A motion to deny must include findings of fact germane to the request.

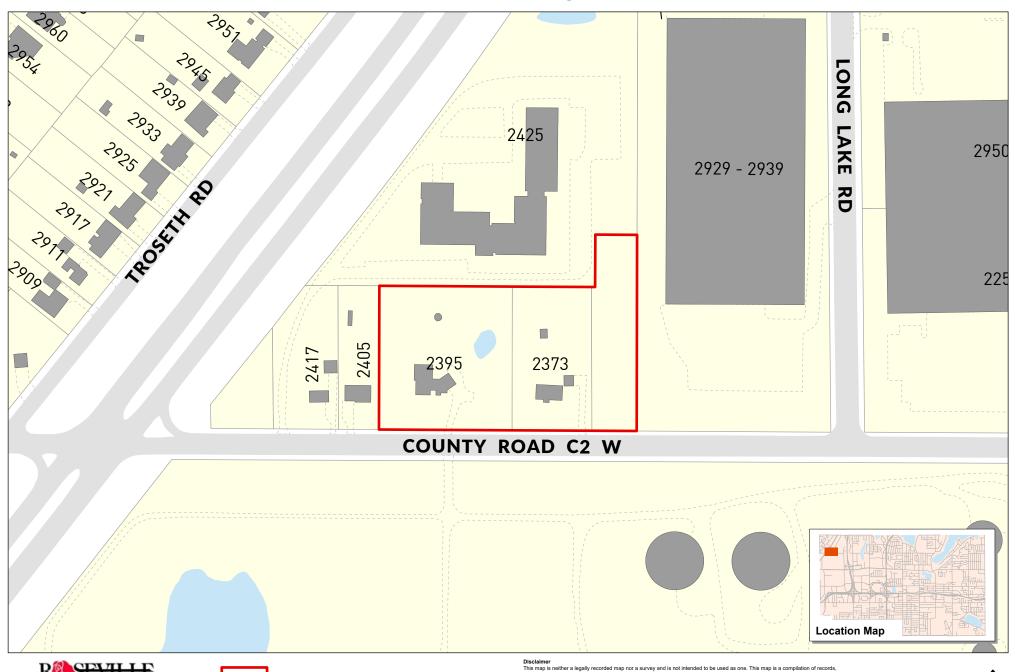
Report prepared by: Thomas Paschke, City Planner, 651-792-7074 | thomas.paschke@cityofroseville.com

Attachments:

A. Location Map

- B. Aerial photo
- C. January 4, 2023 PC minutes
- D. Revised parking lot plan and narrative

Attachment A: Planning File 22-015







Data Sources

* Ramsey County GIS Base Map [1/4/2023] For further information regarding the contents of this map contact: City of Roseville, Community Development Department, 2660 Civic Center Drive, Roseville MN Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not varrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the CIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesots Datatates \$466.03.24 (12000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold hamless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.





Attachment B: Planning File 22-015





Prepared by: Community Development Department Printed: January 25, 2023

Data Sources

- * Ramsey County GIS Base Map (1/4/2023)
- * Aerial Data: EagleView (4/2022)

For further information regarding the contents of this map contact: City of Roseville, Community Development Department, 2660 Civic Center Drive, Roseville MN

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EXCERPT OF THE JANUARY 4, 2023 REGULARLY MEETING OF THE ROSEVILLE PLANNING COMMISSION

1	1.	Pu	blic Hearing
2 3 4 5		a.	Consider a Request by AUNI Holdings in Coordination with FedEx for a Conditional Use to Allow a Parking Lot as a Principal Use at 2373 and 2395 County Road C2 (PF22-015)
6 7 8			Vice Chair Pribyl opened the public hearing for PF22-015 at approximately 6:33 p.m. and reported on the purpose and process of a public hearing. She advised this item will be before the City Council on January 30, 2023.
9 10			City Planner Paschke summarized the request as detailed in the staff report dated January 4, 2023.
11 12			Member McGehee asked for additional information on some of the parking lot things that would be required.
13 14 15 16 17 18 19			Mr. Paschke indicated all of the current park lot requirements would be enforced for this parking lot. He believed the difference is in the way the parking lot is designed for parking vehicles. He indicated he has not had any discussion with the applicant regarding parking of vans and the potential requirement of islands. Islands are required every fifteen stalls and, in some cases, separate on the end of drive aisles in some cases but in most cases. That discussion has not occurred as it relates to this parking lot. He indicated the coverage is going to be eighty-five percent hard cover, fifteen percent green space.
20			Member McGehee asked if there was anything for EV charging.
21 22			Mr. Paschke indicated there was not anything like that and is not currently in the Zoning Code.
23 24			Member McGehee thought this could be a condition placed on the approval of this project.
25			Mr. Paschke was not sure it could be a condition.
26 27 28 29			Member Schaffhausen explained she went through staff recommendations and they kind of matched many of the requests from people that live around this as far as some of their concerns. She asked Mr. Paschke to provide a one-to-one match regarding the provisions recommended that was provided in the bench hand out provided to the Commission.
30 31 32 33 34 35 36			Mr. Paschke explained that based on this proposal, the parking lot is set back currently from that north property line and twenty-eight feet from the west property line. He reviewed with the Commission the provisions in the bench hand out. He noted the goal is to be to have a greater setback on the two property lines and also the attempt to try to save some trees along the property lines, if possible. That is all going to depend on how the site is engineered and how much earth that needs to be moved and those types of things.
37 38			Member Schaffhausen thought it looked like staff was recommending both fence and some semblance of landscaping as well.

- Mr. Paschke indicated that was correct because landscaping would be required to be 40 planted as well. 41 Member Schaffhausen asked if the fence would help with lighting as well. 42 Mr. Paschke indicated it will because this parking lot will have some sort of lighting for 43 the parking lot. Staff will collaborate with the applicant on the lighting, and he thought 44 the goal is to make certain that the light that overflows and spills off of the property is far 45 less than what the Code requires. 46 Member McGehee indicated in the plan, the stormwater pond has been moved over to the 47 extra piece of land and she wondered if there was a reason to not actually move that one 48 parking lot over, closer to their property and leaving the wetland alone, since that is 49 where their employees are going to park. 50 Mr. Paschke thought the applicant would need to answer that question. 51
- Vice Chair Pribyl asked if the reason why this was coming before the Commission as a 52 conditional use was primarily because it is just a parking lot. 53
- Mr. Paschke indicated that was correct. 54

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- Mr. Kevin Anderson, representing AUNI Holdings addressed the Commission. 55
- 56 Mr. Scott Pieper, owner of 2929 Long Lake building addressed the Commission regarding the building design and how it currently works with vans arriving and leaving. 57 He noted the bottleneck is going to become parking for employees. He reviewed the 58 available and projected parking lot spaces for employee vehicles with the Commission. 59
- Member Schaffhausen asked how the employees will travel from the parking lot to the 60 61 facility.
 - Mr. Pieper explained the way he would see it is a covered stairwell would be constructed to go from the parking lot down to the base. It would have to come in on the southwest corner.
 - Member Bjorum asked if that will need to be handicap accessible if accessible parking stalls are being provided.
 - Mr. Paschke thought the way around that will be the City path this being required. There will be a path that connects to the existing one and there is an assumption that the City sidewalk might be ADA compliant to take a person all the way down and around to get them into the building.
 - Mr. Pieper explained there is ADA compliancy on the north end. The sidewalk is compliant with two stalls outside and handicap accessibility inside the building.
- 73 Member Bjorum asked with the requirement in the packet of the City's eight-foot path, essentially it is not shown on this site plan so in reality this whole thing would be pushed 74 further north to accommodate that. 75
- Mr. Paschke explained that is incorrect, it will work with what is there, he believed. It is 76 just an extension of the existing path. 77
- Vice Chair Pribyl asked regarding the stormwater pond, she assumed that is potentially 78 located where it is shown because of the natural grade of the site. 79

Attachment C

80 81 82	blessings it could be pursued in a little deeper context. He explained they would get the elevations exactly the way they should be and make sure it is correct.
83 84 85 86	Member Pribyl wondered if the existing wetland could be utilized in lieu of building a new pond or expand the existing wetland and potentially in that way provide an amenity for some of the residential uses that are nearby and also make the parking closer to the destination.
87 88 89	Mr. Pieper indicated they can work on that. He noted this is just a preliminary plan and nothing is etched in stone in terms of the architectural where it has to be exactly as shown.
90 91 92	Member Aspnes asked regarding the van parking. It appears to be a secure parking lot with controlled access. There was mention that there is already parking within the building for vans. She wondered how many vans Mr. Pieper saw being outside in this lot.
93 94 95	Mr. Pieper indicated there is van parking in the building and there will be no vans in this parking lot. This is strictly personal vehicle parking. Right now, there are fifty-one delivery vans.
96 97 98 99	Member Aspnes understood and indicated the parking closest to the building is considered employee parking, on the east end and then there is a second parking lot on the west side that shows van parking of fifty-three spaces with controlled access. If the vans are all parked within the building, then what is the purpose of the van parking lot.
100 101 102 103 104 105	Mr. Pieper explained the controlled parking is on the south end of the building. That is where the semi/vans come in and that is fenced and gated. It is secure and no one can get into that area without going through the security. He did not think that is the correct plan if it has fifty-three parking spots for vans. He indicated there was two sketches on this. The first one had vans but that is not what is going to be there, it was all for employee parking.
106 107 108	Mr. Anderson explained the plan he has had the van parking and employee parking with those two sites. He noted Mr. Pieper has talked to the controllers at Fed Ex more recently than he has so maybe this is just for employee parking now.
109 110 111 112 113	Mr. Pieper explained there will not be van parking there, that is Fed Ex's latest proposal per say. The reason being is the van parking, semi's that are coming in, has to be a secured location and nobody can get access to it because there could be packages in the van that are left overnight so it would have to be in a secured location. He reviewed Fed Ex business model.
114 115	Vice Chair Pribyl asked if the wrong plan was included in the packet how would that affect the Commission's discussion.
116 117 118	Mr. Paschke thought the Commission would want the appropriate plan in order to make a recommendation. He recommended tabling this item until the February meeting and in that timeframe, staff can get the correct appropriate plan and probably some additional

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details.

Attachment C

121	<u>Public Comment</u>
122 123 124 125 126	Mr. Don Bromen, explained he has been involved with Aquarius Apartments for forty- one years. He explained the building is beautiful with a wooded area surrounding it. He explained it is a hundred-unit building. He brought photos of the backline of the parcel for the Commission to review. He thought for them, having a buffer there with a berm would be ideal.
127 128 129 130	Mr. Frank Yaquinto, 2405 County Road C2, explained the main thing for him is he is worried about the property values of his and surrounding properties. He would like to be assured that his property values will not drop because of this. He thought it was kind of a drastic change to the area with traffic and the lighting from the parking lot.
131	MOTION
132 133 134 135	Member McGehee moved, seconded by Member Schaffhausen, to table the Request by AUNI Holdings in Coordination with FedEx for a Conditional Use to Allow a Parking Lot as a Principal Use at 2373 and 2395 County Road C2 until the February 1, 2023 Planning Commission meeting. (PF22-015).
136 137 138 139 140	Ayes: 5 Nays: 0 Motion carried.





ROSEVILLE PARKING

FIT PLAN 2 | 01

TUSHIE MONTGOMERY

ARCHITECTS

January 25th, 2023

City of Roseville 2660 Civic Center Drive Roseville, MN 55113

RE: Written Response to City Questions

I/we understand it is not possible to have a wetland delineation completed, however a site survey would be beneficial along with contours and possibly a tree inventory.

- We have a civil engineer standing by and plan to start spending substantial money on a site survey, delineation, and other plans when the general scope is approved by the city.

I suggest the parking lot be designed with the greatest setback from the north and west property lines. Although the property owner to the north desires a berm, such an improvement would require many trees to be removed in favor of the earthen berm. Designing the parking lot to take advantage of preserving the mature trees along the periphery (specifically the west and north) is advantageous for approval.

- The new plan calls for a 40' setback to the north and a 40' setback from the west. This preserves a great number of trees and provides ample space between parcels.

The plans should include some additional thought regarding storm water management and where on the property it is best suited. I suggest having an engineer discuss this item with Jesse Freihammer, Public Works Director, to get a better handle on City and Rice Creek Watershed requirements. Having a more refined or even preliminary storm water management plan will go a long way in the approval process, especially with the City Council.

 Our architect seemed to think the best place for the stormwater management retention would be the northeast corner of the new parcel. This provides an even greater setback from the north parcel and should take care of this issue.

The proposal plan should give some thought to the required screening (found below). I/we would suggest an opaque screen fence of 7 to 8 feet in height that could be broken into large sections with small gaps and the gaps augmented with evergreen trees. Having the existing trees included on the survey can assist in where some of the small gaps could be placed the evergreen trees for natural screening.

 We will work with our architect and engineer to ensure the required screening is part of the construction. We are generally agreeable to your recommendations and will work with the city to find a suitable solution for screening and tree conservation.

Extract of the February 1, 2023, Roseville Planning Commission Meeting Minutes

6. Continued Business

- a. Continuation to Consider a Request by AUNI Holdings in Coordination with FedEx for a Conditional Use to Allow a Parking Lot as a Principal Use at 2373 and 2395 County Road C2 (PF22-015)
 - Chair Kimble opened the public hearing for PF22-015 at approximately 6:34 p.m. and reported on the purpose and process of a public hearing. She advised this item will be before the City Council on February 27, 2023.
 - City Planner Paschke summarized the request as detailed in the staff report dated February 1, 2023.

Member Pribyl explained a couple of things the Commission talked about last time were increasing the setbacks on the north and west, which she understood has been done and also a consideration of how far employees need to walk to get to the other parcel and it seems like unless there is a grading reason or preservation of trees that the parking could not be moved further east, there might be an opportunity to do that. In her notes from the property owner last time, she thought that the need was for 160 to 180 parking spaces for employees, and this greatly exceeds that, so she did not know if that was 160 to 180 at one time and this is accounting for shift changes or why there are over 240 parking spaces.

Mr. Paschke stated some of these questions are better answered by the applicant. He further indicated his recollection regarding the previous discussion during the meeting was FedEx needing around two hundred or more parking spaces for employees. He further clarified the previous plan did not account for employee only as it was incorrect in its inclusion of van parking, thus the reason the item was tabled; this is the current plan being forwarded to the Planning Commission for consideration.

Member Aspnes noticed that this went from fifty-three vans and 135 employee spots to 243 employee spots. She also thought that now the parcel to the east is now included in this plan but is not referenced in the application but from the diagram that is shown it looks like this parking lot is going to be in that parcel and then the walkway is going to go across it. She wondered if all three of these parcel are going to be combined.

Mr. Paschke stated all three parcels were included in the initial proposal, with the proposed storm water pons on the eastern parcel. He also indicated the applicant still needs to address whether the parcels will be combined or platted as there are side yard setback requirements between the three lots.

Member Aspness indicated the walkway is an incredibly steep change in elevation from the parking lot to the FedEx lot on the east. She wondered if that will be handicap accessible.

Mr. Paschke was uncertain, however stated the discussion last time around, even though it is shown in the current proposal, was that all the handicap parking was going to be available at grade next to the building. He further indicated he is not sure if the walkway is handicap accessible but assumed if the applicant is providing handicap spaces and individuals using these stalls need to get to the building, that the sidewalk will have to be handicap accessible in order to meet Federal Law.

Member Aspness asked if by law, the parking lot has to have handicap parking.

Mr. Paschke explained that if it is tied to the business and the business can prove adequate handicap parking, handicap parking might not be required within this parking lot; this is typically worked out through the permitting process and how the project would be reviewed against those Codes and Ordinances as well as whether or not the sidewalk or a different route is handicap accessible in order to meet the law.

Member Aspness indicated the three lots sit very high and she wondered if this will be the elevation for this parking lot. She wondered if the elevation will be brought up or down to make the parking lot level because right now it would not be.

Mr. Paschke explained staff does not know the specifics regarding the lots grading, however he assumed the applicant will need to remove and/or reshape the property to a point where it can be effectively used by employees and properly drains into the stormwater management system. He added, this is something the applicant would do after receiving the permits and approval.

Member Aspness concurred that putting the parking lot as far east as possible seems to be the best to keep it away from the remaining properties that are going to be there on the west.

Chair Kimble asked if the applicant was at the meeting. It was noted the applicant was online.

Mr. Scott Pieper, CEO of the AUNI Holdings addressed the Commission. He stated regarding the increase in parking spaces, when he had the engineer look at the plans, they were originally shooting for a two hundred number and visiting with the FedEx people they do not know for sure what the minimum or maximum could be so the question was raised back to him about what would be the most that could be put there that would be approved. He had the engineer use the setbacks shown in the drawing and developed a plan using the square footage accordingly. He noted it does not need to remain that number but is the directive he received from FedEx.

Mr. Pieper explained there is handicap parking outside on the north end with new sidewalks in place there, as well as there are thirty-five spots inside the building, which he believed six of those are handicapped. The parking lot would be in compliance with whatever is needed. He did not believe in their mind that the parking lot would need to be handicap accessible for this project. That does not mean that it does not have to be to meet Code.

Chair Kimble asked if there is any ability to push the parking lot further to the east.

Mr. Pieper thought the idea here for him is to show what the intent could possibly be and to find out the City's position on it so that they could actually move forward with a project which would be getting a civil engineer involved to find out what it is actually going to entail. That all has to be worked out to see if it would be feasible from an economic standpoint as well.

Member McGehee recalled light consideration was important and she really appreciates the forty-foot buffer and preservation of trees, but thinking of the one residential home that is to the west, she wondered when grading is being considered if that actually has to be dropped at all, that would be better because there are the slots in the parking lot coming in so the headlights from coming and going would be facing that property. If these were facing the property it would not be a problem but if they must come in at a level lower than the lot next door so it would glean the light from the resident.

Mr. Pieper understood Member McGehee's concerns and explained that maybe this is a scenario where the north/south lanes have to be pushed over to the west a shade and taking a couple off one way or another and adding a third row that would point to the east so the lights would be shining out into the parking lot.

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Member Bjorum explained discussion last meeting there was conversation about whether the lot or lots were going to be secured with gates and fencing and he wondered if that has been removed because this is just employee parking or are there still going to be gated entry points and fencing around the lot.

Mr. Pieper explained typically with what he has seen with the FedEx Corporation is typically their parking lots are always fenced. He thought this might be the exception but he thought their rules are pretty hard and fast about how they like to maintain their employees property.

Mr. Pieper explained regarding the steep bank and the potential sidewalk going down, the way the building is set up you cannot get in the building unless a person goes through security which is all on the north end of the building. As this berm goes to the north it starts tapering down significantly and his guess is once a civil engineer is involved the sidewalk will more than likely go down the berm to the north and gradually tapering down because that is where the employee enters the building.

Chair Kimble noted the Commission received a bench handout, written communication from Mr. Donald Broman, member on the ownership committee for the Aquarius Apartments next door.

Public Comment

Mr. Frank Yaquinto, 2405 West County Road C2. He gave the Commission a handout. He explained he was concerned about how many shifts there will be because the lights from vehicles could be shining in his windows all the time. He was also concerned with the traffic impact on County Road C2 as well as the number of trips coming and going daily. There is no indication of any of this. He noted this is in direct conflict of the 2040 Comprehensive Plan, specifically Chapter 5 as it relates to protecting existing legally established single family homes. He was also concerned about possible drop in his property value and he would like a letter from the Roseville City Attorney stating this will not negatively affect his property value. He was also concerned about possible emissions from the vehicles would affect the air quality in the area. He wondered if anyone has compared the applications and did the Planning Commission meet to discuss the significant change in the number of parking spaces. He requested the Roseville City Attorney give him a written opinion on this parking change and that the City of Roseville has applied to all State Laws governing the due process notification of neighbors. He noted that no one from AUNI Holdings or FedEx has talked to him. He explained under the new zoning, since his home was built, the value of his home will be that of the land only and he wondered who would buy a single family home that has been zoned out by Conditional Use granted to an International Corporation, FedEx. Those uses that would apply to his lot are unachievable. He indicated if he demolished his house he would not meet the current zoning setbacks, parking, etc. for any of the uses because his lot is too small. He noted Mr. Paschke is not requiring a light plan and if approved this lot will be lit up like Rosedale. He indicated Mr. Paschke does not think these effects his quality of life. He explained as a taxpaying citizen of the City he would offer his home for sale to the City after the City Attorney renders his opinion as well as an independent appraiser. If approved the City's sanctions will significantly alter his way of life. He noted he is a Vietnam Era Veteran with disabilities.

- 129 Chair Kimble asked if any of the items mentioned were discussed at the last meeting.
- Member McGehee thought there was discussion on the need for a berm but she did not think there was discussion regarding the decrease in value of surrounding property because this is the
- only remaining single family dwelling left. She understood from Mr. Pieper that there will be some effort to screen headlights within the parking lot.
- Member Pribyl thought there will be screening required so some of that could be potentially fencing, if the grade does not allow for blocking the headlights.
- Mr. Paschke stated he believes the staff report does provide information about a number of 136 items of concern needing to comply with City Code. Because there are residential properties 137 adjacent to this site this development is required to provide a buffer area screen that includes a 138 specific setback and that the proposal is greater than that that requirement (10 feet). The Code 139 also requires an opaque screen, whether that be landscape, wall or fencing. As part of staff's 140 review of a formal plan submittal he would review the proposal based on all of the engineering 141 142 that occurs and its design to determine where all the screening is necessary in order to screen the adjacent properties. Parking lot lighting is also a requirement and staff's goal here is no 143 different than any project that has required parking lot lighting, to work with those people 144 designing it to have the least impact on the adjacent properties. This project has a number of 145 things that are not shown on the proposed plan that are required by City Code. 146
 - Chair Kimble asked if it would be the intent of staff, if this were to be approved, to keep the property owners aware of what is happening and updated throughout the process.
- Mr. Paschke indicated it was his intent to do that.

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- Member Bjorum explained regarding the number of spaces in the parking lot, the Conditional
 Use does not provide a dictated number for that. The only maximizing or minimizing of that
 lot is based on whatever the required setbacks are or anything along those lines.
 - Mr. Paschke indicated Commissioner Bjorum's assessment is correct as it relates to a parking lot as a principal use.
 - Member Bjorum asked if the City does not have control over the size of the parking lot, it is really for the Conditional Use, if the use meetings the requirements of the lot.
 - Mr. Paschke stated that is not necessarily true. He indicated that if the Planning Commission felt that they did not want to have a parking lot that had more than the number of parking stalls shown the Conditional Use could state a maximum parking of 243 parking stalls or less, then the applicant is locked into that number as the maximum number of stalls that they can place within the area. He believed the Planning Commission could also add a condition that stipulates a minimum setback from the adjacent residential property lines, whether it is the forty shown on the plans or greater, then this condition would need to be met by applicant and and worked through in order to design the parking lot. There are things that the Planning Commission has within its purview because they are germane to the request and they do potentially pose impact to the adjacent properties.
 - Member Kruzel asked if staff knew how many shifts there might be.
- Mr. Paschke indicated he did not know how many shifts FedEx was looking to run. He further stated when staff reviewed this proposal it reviewed this project against those impacts that could be just as great if some other uses were developed on this property, which the City cannot control. From that standpoint, there is nothing in the Code that limits a business having more than one shift, or limiting hours of operation, which in turn could create additional traffic

- movements and more vehicles on the road. He further stated staff reviewed this application as a parking lot with 243 parking spaces because there is nothing in the Code to direct otherwise.
- Member McGehee asked what Mr. Paschke knew about parking lot lighting.
- Mr. Paschke explained there are some areas within Roseville where staff has worked with the developers or property owners to install lower lights to provide the necessary lighting and safety. There are also ways to put shields on the back of the lights, which has been fairly common in some of the City's adjacent residential projects. There is also fencing and other things that can be put in to also assist in mitigating the lighting to some degree.
 - Staff discussed with the Commission potential impacts to adjacent properties.
 - Mr. Don Bromen, Aquarius Apartments, explained the property line is incorrect in the drawing because it is going through their parking lot. He indicated everything he has seen since 1970 shows the line six feet off of the parking lot. He explained his letter dated January 25, 2023 indicates he is in favor of a forty foot setback and he would love to have the development built so the natural trees remain. He noted there are one hundred residential units in the building and felt this was a good compromise. He agreed it was kind of difficult to spend the money on a site survey if you do not have the money. To him, a forty foot setback is adequate because it would leave the woods between the properties intact and all those residents that walk by there would not be looking at a parking lot with 243 cars in it. The thing that he has a concern with is he talked last month about a berm going along their driveway with landscaping and plants. He showed a photo of the area and indicated the area is a low area where the pond is going in and Aquarius Apartments spent a lot of money to try to mitigate the moisture that is already coming off the adjacent lot and coming down the east side of the their building to get the drainage down. He would like to make sure that the proposed ponding does not create water issues on their property.
 - Mr. Bromen read his letter to the Commission for the record.
 - Mr. Bromen thought the applicant needed to look at where the sidewalk is placed as well as where the employees would be walking to get into the building. He explained he would like to have assurance from the City Planners that the water from this property is not going to flow to their property and cause additional drainage issues. He noted the residents would still like to see an opaque fence as well as a light study done. He would also like to have safety reviewed.
 - Chair Kimble closed the public hearing at 7:40 p.m.

Commission Deliberation

- Mr. Paschke reviewed the drainage requirements on a parcel during development.
- Member McGehee suggested a requirement for the number of parking stalls.
- Member Bjorum agreed and thought the previous proposal of 183 parking stalls was adequate and could be a requirement.
 - Chair Kimble indicated this item has been discussed at two meetings with a lot of discussion and she wondered if someone would like to make a motion with any recommendations or conditions.
- Member Aspness indicated she would like to make a couple of suggestions but not as a motion.
 She agreed it was a good idea to cap the number of stalls in this parking lot so that it does not end up taking the absolute maximum amount of impervious surface that is allowed considering the grade of this lot, the wetlands, the neighbors to the north and west that will still be there.

Attachment C

She also thought it was a good idea to make a condition of approval the setbacks be the forty on the west and north, at least that at minimum and that there should be a condition to save as many large trees as possible on the site along the lot lines especially. She also wanted to ensure that the lights are not an issue and that the City can do what it can to mitigate the light coming from the property.

Mr. Paschke reviewed with the Commission the lighting requirements and noted as far as the trees, he agreed with the Commission but the City does not have a requirement to preserve any trees and it becomes very difficult to stop a development from removing trees.

Mr. Paschke reviewed potential conditions to the motion with the Commission including a maximum number of parking stalls, minimum setback of forty feet to the north and west as well as additional compliance with tree preservation and lighting conditions.

Chair Kimble explained two of the conditions are compliant with City Code which they have to comply with so why these would be conditions. She thought there are two conditions, the cap on stalls and the forty foot minimum requirement on the two and all the conditions staff lists, she did not know what else there is because the process is going to drive the rest of it.

Member Pribyl thought maybe there could be a condition that parking stalls do not face immediately to the west.

Member Aspness wondered if it could be worded that the parking lot design has cars not pointing west.

Ms. Gundlach reviewed the changes to the conditions in the staff report clarifying condition 5 to include compliance with section 1011.04, tree preservation and restoration; adding a seventh condition that states "the total number of stalls shall not exceed 220 and no stall shall be directed towards the property to the west"; and she also explained a new condition eight would also be added stating "parking lot setbacks to the north and west shall be a minimum of forty feet".

MOTION

Member McGehee moved, seconded by Member Bjorum, to recommend to the City Council approval of a Conditional Use for 2373 & 2395 County Road C2, allowing surface parking as a principle use on the subject properties based on the comments, findings, and six conditions stated in this report, adding conditions 7 and 8 as discussed. (PF22-015).

Ayes: 7 247 **Nays: 0**

248 Motion carried.

EXTRACT OF MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 27th day of February 2023, at 6:00 p.m.
The following Council Members were present:; and were absent.
Council Member introduced the following resolution and moved its adoption:
RESOLUTION NO A RESOLUTION APPROVING A CONDITIONAL USE FOR A PARKING LOT AS A PRINCIPAL USE AT 2373 AND 2395 COUNTY ROAD C2 (PF22-015)
WHEREAS, a parking lot as a principal use in the Corridor Mixed-Use (MU-3) district requires an approved Conditional Use, and
WHEREAS, City Code §1009.02.C establishes general CU criteria that is required to be met by a CU proposal; and
WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed parking lot CU on January 4 (tabling the request) and February 1, 2023, voting 7-0 to recommend approval of the parking lot as a principal use at the subject addresses, subject to 8 conditions; and
WHEREAS, the property at 2373 and 2395 County Road C2 (PIN 05-29-23-24-0015, 05-29-23-24-0014, and 05-29-23-24-0016) are legally described as:
Requires Legal Description
WHEREAS, the City Council has determined that approval of the proposed parking lot CU at 2373 and 2395 County Road C2 pursuant to 1009.02.C of the City Code will not result in adverse impacts to the surrounding properties based on the following findings:
GENERAL CONDITIONAL USE CRITERIA §1009.02.C:
a. The proposed use is not in conflict with the Comprehensive Plan. While a parking lot doesn't appreciably advance the goals of the Comprehensive Plan aside from facilitating continued investment in a property, the City Council has determined the parking lot does not conflict with the Comprehensive Plan either. More specifically, the General and Commercial Area Goals and Policies sections of the Comprehensive Plan include a number of policies related to reinvestment, redevelopment, quality development, and scale. The proposed parking lot is one component of a larger investment, which would align with the related goals and polices of the Comprehensive Plan.

b. The proposed use is not in conflict with a Regulating Map or other adopted plan. The
 City Council has determined the proposed use is not in conflict with such plans because
 none apply to the property.

- c. The proposed use is not in conflict with any City Code requirements. The City Council has determined the proposed parking lot can and will meet all applicable City Code requirements; moreover, a CONDITIONAL USE approval can be rescinded if the approved use fails to comply with all applicable Code requirements or any conditions of the approval.
- d. The proposed use will not create an excessive burden on parks, streets, and other public facilities. The City Council has determined the proposed parking lot improvement will not create an excessive burden on parks, streets, or other public facilities. Specifically, this parking lot is associated with a major package delivery service (FedEx), whereby many employees do not work on-site as they are delivering packages. For those that do work on-site, it is not anticipated their use of the park and/or trail system would result in a burden, nor have City Parks Department staff expressed concerns to Planning Division staff. In fact, implementation of a condition of approval requiring installation of a trail will only improve upon the City's trail amenities.
 - The City Engineer has also determined there will be no significant traffic issues associated with the parking lot. A formal traffic study is not required. Existing traffic on County Road C2 is 3,300 vehicles per day, with County Road C2 having and existing capacity in excess of 10,000 vehicle trips per day. A conservative estimate of new traffic generated from the parking lot is 752 new trips per day. Even if the parking lot is utilized by three employment shifts per day, new vehicle trips are not expected to exceed 5,000, resulting in adequate capacity. Further, the existing three-lane design of County Road C2 can accommodate the increased vehicle use.
- e. The proposed use will not be injurious to the surrounding neighborhood, will not negatively impact traffic or property values, and will not otherwise harm the public health, safety, and general welfare. The City Council has determined the proposed parking lot will not be injurious to the surrounding neighborhood; negatively impact traffic or property values; and will not otherwise harm the public health, safety, and general welfare given the existing impact of commercial uses already present and utilizing this corridor of County Road C2. Specifically, the 2040 Roseville Comprehensive Plan guides these parcels and those in direct proximity for Mixed-Use, and a rezoning to Corridor Mixed-Use was accomplished in November of 2021 to ensure consistency between the City's official Zoning Map and Comprehensive Plan. Prior to this change, the 2030 Comprehensive Plan and official City Zoning Map designated these parcels for High Density Residential. This change was made in anticipation of the residential parcels along County Road C2 to someday be redeveloped under more flexible zoning standards than the high-density residential designation offered. County Road C2, with existing traffic of 3,300 vehicles per day and a conservative increase of roughly 752 new vehicle trips, is adequately designed to accommodate this increase in traffic given the three-lane roadway design. Further, County Road C2 is already utilized by numerous industrial uses in the area with no issues. Lastly, although this parking lot will generate new trips within the general area, this use is less impactful than a number of permitted uses that could be redeveloped on the subject parcels.

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council to APPROVE the requested Conditional Use for a parking lot as a principal use at 2373 and 2395 County Road C2, based on the submitted site and development plans, subject to the following conditions:

1. he installation of an 8-foot wide trail with 5-foot boulevard being installed along County

- 1. he installation of an 8-foot wide trail with 5-foot boulevard being installed along County Road C2 the length of the three parcels, per the Roseville Pathway Master Plan.
- **2.** The property owner dedicates a pathway easement to the City for the 8-foot wide pathway prior to release of any permits.
 - 3. Storm water management will be required per watershed and City requirements.
- **4.** The wetland present at 2395 County Road C2 is delineated and the property owner/applicant meet RCWD's requirements to replace any permissible wetland loss either onsite or offsite through credits.
- **5.** The improvements meet all applicable requirements of, §1011.03.B, *Buffer Area Screening*, §1011.03.C, *Parking Lot Landscaping*, §1011.04, *Tree Preservation and Restoration in all Districts*, to the satisfaction of the City Planner, prior to submittal of a building permit.
- **6.** The site plan is modified such that the employee parking includes a minimum 15-foot setback from the property line between 2395 and 2373 County Road C2, or the property owner shall legally combine into a single lot negating the need to meet the side yard setback requirement.
- 7. The total number of parking spaces shall not exceed 220, with no parking stalls being directed towards the residential property to the west.
 - **8.** The minimum parking lot setback from the north and west property lines shall be 40 feet.

100	The motion for the adoption of the foregoing resolution was duly seconded by Council Member
101	and upon vote being taken thereon, the following voted in favor:;
102	and voted against.

WHEREUPON said resolution was declared duly passed and adopted.

104 Requires signature page.

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INTEROFFICE MEMORANDUM



Date: February 13, 2023

To: Janice Gundlach, Community Development Director

Thomas Paschke, City Planner

From: Jesse Freihammer, Public Works Director/City Engineer

RE: Traffic Impacts, Fed Ex Parking Lot Expansion

This memo is a follow-up to the staff report included in the February 1, 2023 Planning Commission Packet.

Project Description

The development of a parking lot on County Road C2 to create additional employee parking for the FedEx facility at 2929 Long Lake Road. The proposed new parking lot includes 243 spaces with two access points to County Road C2. This memo will document the existing and proposed traffic related to the development.

Analysis

Existing traffic on County Road C2 is approximately 3,300 vehicles per day (vpd). The existing roadway is a three-lane design posted at 30 mph and has capacity in excess of 10,000 vpd.

If the lot is fully utilized for three shifts a day, this will equate to 1,458 new vpd or approximately 4,750 vpd on County Road C2. The roadway and adjacent intersections have capacity to absorb this new traffic if it gets to that level. Additionally, the three-lane section of County Road C2 will provide safe and effective access for left turning vehicles into the site. No major impacts to traffic or safety issues will be present on public roadway.

Summary

The proposed development of a parking lot will increase traffic on County Road C2 and nearby roadways. These roadways can handle the increased traffic will minimal negative impacts.

As part of the permit approval process, the developer will be required to extend an 8' bituminous pathway adjacent to their property. Long term, this will provide better non-motorized transportation to the area.

Please contact me should there be questions or concerns regarding any of the information contained herein.

REQUEST FOR COUNCIL ACTION

Date: February 27, 2023 Item No.: 10.g

Department Approval

City Manager Approval

8050

Item Description:

Consider Approval of an Application for the 2023 Pathways to Policing Grant

BACKGROUND

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2 For many years, the Roseville Police Department (RPD) has taken proactive measures to create a

- workforce that truly represents the diversity and lived experiences of everyone in the community.
- 4 The RPD strives to employ nontraditional law enforcement candidates with preference given to
- 5 candidates who can demonstrate experience living in, interacting with, or organizing diverse
- 6 communities. Preferences are given to those with fluency in one of the top five non-English
- languages spoken in Roseville: Hmong, Karen, Somali, Spanish, or Thai. Our most intensive
- 8 recruitment efforts have focused on part-time Community Service Officers (CSOs) and full-time
- 9 Cadets. The department hires CSOs and Cadets with the intention that they will become Roseville
- 10 Police Officers in the future.
- Each year since 2019, the Roseville City Council has approved applying for and accepting annual
- grant funding through the Minnesota Department of Public Safety's Pathways to Policing Program.
- Participation in the Pathways to Policing grant program has greatly supported RPD's Commitment
- to Diversity staffing by reducing financial barriers for underrepresented candidates. This opportunity
- provides participants reimbursement for tuition, books and equipment costs associated with the
- Minnesota Professional Peace Officer Education Licensing Program.
- Participating in Pathways to Policing is generating successful outcomes. Several current police
- officers obtained tuition assistance through the Pathways to Policing Program. RPD seeks Council
- approval to continue pursuing Pathways to Policing grant funding in an effort to recruit and reduce
- 20 financial barriers for Roseville's nontraditional CSOs and Cadets.
- The department will seek Pathways to Policing grant funding in the amount of \$20k to help two
- 22 CSOs or Cadets cover the costs associated with the board-certified Minnesota Professional Peace
- Officer Education program of their choice. A condition of the grant is candidates must pass their
- state mandated licensing exam by July, 2024. To be eligible for participation in the 2023 Pathways
- to Policing program, Roseville candidates will submit a plan from their college confirming they are
- on track to meet this deadline.
- Each eligible CSO or Cadet (up to two) can seek reimbursement funds (up to \$10k) for school
- 28 related expenses incurred over the grant period. The Department intends to follow current Roseville
- 29 City policy on tuition reimbursement. Upon completion of the grant contract, reimbursement for all
- eligible grant activities will be requested. Once received, the grant funds will reimburse internal
- accounts and other sources. Should a candidate not meet grant deadline requirements, the Police
- Department will cover grant related expenses using forfeiture funds along with any available

- personnel budgets or from other sources. There is minimal financial obligation or risk to the City of Roseville.
- The grant application deadline is March 14, 2023.

POLICY OBJECTIVE

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- 37 The Roseville Police Department continues to further its goal to reflect the community it serves by
- applying for the 2023 Pathways to Policing Grant. Participating in the Pathways to Policing Program
- advances the City's commitment to have a workforce reflective of the community we serve and
- aligns with the first priority of the City's Strategic Racial Equity Action Plan to improve current
- recruitment and hiring processes to diversify the city's workforce.

RACIAL EQUITY IMPACT SUMMARY

- The City of Roseville and the Roseville Police Department remain committed to a workforce that
- truly represents the diversity and lived experiences of everyone in the community. Obtaining funding
- through the Pathways to Policing grant will help create broader opportunities for historically under-
- represented law enforcement candidates and create stronger relationships and engagement with our
- community. As the City continues to grow and increase in racial diversity, it is important we
- continue to recruit police officers with diverse voices, perspectives, and lived experiences.

49 STAFF RECOMMENDATION

- Approve the Police Department's request to apply for the 2023 Pathways to Policing Grant from the
- Department of Public Safety Office of Justice Programs.

REQUESTED COUNCIL ACTION

- Approve the Police Department's request to apply for the 2023 Pathways to Policing Grant from the
- 54 Department of Public Safety Office of Justice Programs

Prepared by: Erika Scheider, Chief of Police

Attachments: A: 2023 Pathways to Policing Grant Request for Proposals



Department of Public Safety

Minnesota Office of Justice Programs

2023 PATHWAY TO POLICING GRANTS

GRANT REQUEST FOR PROPOSALS (RFP)

2023 PATHWAY TO POLICING GRANTS RFP

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Request for Proposals (RFP) Part 1: Overview

1.1 General Information

Grant Name: Pathway to Policing

Minnesota Office of Justice Programs (OJP) Website

Open for Applications: February 14, 2023
Application Due Date: March 14, 2023

1.2 Program Description

The Minnesota Office of Justice Programs (OJP), MN Department of Public Safety, is requesting proposals to fund Pathway to Policing programs to bring persons with nontraditional backgrounds into law enforcement careers. Law enforcement agencies may apply for reimbursement grants to receive up to 50 percent of the cost of compensating and training Pathway to Policing participants who obtain state peace officer licensure. Reimbursement grants shall be proportionally allocated based on the number of grant applications approved.

1.3 Minnesota's Commitment to Diversity and Inclusion

It is State of Minnesota policy to ensure equity, diversity and inclusion in making competitive grant awards. See Executive Order 19.01.

The Policy on Rating Criteria for Competitive Grant Review establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing_inequities and/or disparities. See OGM Policy 08-02.

1.4 Funding and Project Dates

Funding

Funds authorized by MN Laws, Chapter 95, 2017 Minnesota Session Laws. \$390,000 is available in one-time funding. Awards may range from \$15,000-\$75,000 but may be reduced, depending on the number of approved applications. OJP anticipates funding 7-10 grants in this process.

Project Dates

This is a 15-month grant period, from April 1, 2023 thru July 30, 2024.

1.5 Eligible Applicants

Local units of government including county sheriff's offices, police departments and tribal public safety agencies are eligible to apply for Pathway to Policing funding. A group of law enforcement agencies may collaborate on a joint application with one organization serving as the fiscal agency. Colleges and universities that operate law enforcement training programs are not eligible applicants.

1.6 Questions, Technical Assistance and Information Sessions

Please submit any questions regarding this RFP by email to Kristin.lail@state.mn.us Questions and answers will be posted on the Pathway to Policing RFP Frequently Asked Questions (FAQ) document on the grants page of the OJP website.

Application Information Session

OJP will offer an optional online webinar via Zoom on **Wednesday, February 22, 2023 at 2:00 p.m**. The purpose of this webinar is to provide background on the Pathway to Policing grant program, walk through the RFP and application requirements, and give an overview of the application review process. Participation in this webinar is not a required to apply for funding. Questions and answers from the information will be updated in the Pathway to Policing FAQ. Webinar PowerPoint slides will also be posted on the OJP Website. Registration Link

RFP Part 2: Background Information

2.1 Project Overview

Pathway to Policing programs provide a route for nontraditional candidates to be hired as licensed Peace Officers in Minnesota. Once candidates pass the Minnesota Peace Officer Standards and Training (POST) exam, grantees are eligible for the reimbursement of 50% of compensation, training and associated expenses.

Minnesota requires those aspiring to work in law enforcement to complete an educational program and pass a state board exam. Licensing itself only occurs when eligible candidates are appointed to a peace officer position and <u>certain selection standards</u> are met.

Grantees identify eligible candidates that meet the standards for admission to a board-certified Professional Peace Officer Education (PPOE) program as well as standards for license eligibility.

The Peace Officer Licensing Exam is administered to individuals who possess a post-secondary degree from a regionally accredited college or university and successfully complete a Minnesota PPOE program from a POST Board certified school. Tuition to PPOE Programs are eligible grant expenses.

Candidates may be employed by the grantee as cadets or Community Service Officers during PPOE enrollment. Salary and fringe benefits for candidates are eligible grant expenses.

Other expenses eligible for reimbursement include: books, equipment, uniforms and other associated academic expenses. Applicant screening and testing expenses may also be eligible for partial reimbursement for candidates achieving POST licensure.

Grantees will receive preliminary award notification but must provide evidence that candidates have passed the POST exam before receiving reimbursement funds.

RFP Part 3: Application Process and Instructions

3.1 Application Deadline

Applications must be submitted using the <u>e-grants</u> web-based system by 4:00 pm on March 14, **2023.** Applications cannot be submitted after this time. No paper submissions will be accepted.

3.2 Application Submission Instructions

Applications must be submitted via e-grants, the Office of Justice Programs (OJP) online grants management system. <u>E-grants</u> can also be accessed via the Office of Justice Programs <u>website</u>. If you have never applied for a grant with the Office of Justice Programs, create a user account by clicking on the purple "New User" option in the login box in the upper right corner of the e-grants website and follow instructions to fill out the profile. Contact the e-grants Helpdesk at 1-800-820-1890 if you have login issues.

3.3 Terms and Conditions, Grant Program Guidelines, OJP Grant Manual

As part of submitting this application in e-grants the applicant agency agrees to the Terms and Conditions of OJP Grantees for applicants as well as the Pathway to Policing Program Guidelines. These address federal and state requirements such as worker's compensation, civil rights, affirmative action, and data privacy. By agreeing to these in e-grants the applicant is confirming that they have the ability to make these commitments. Applicants are encouraged to print and review these documents with the appropriate agency staff prior to submitting the application in e-grants. If selected for funding, the grantee will need to submit required certifications. Grantees agree to follow the OJP <u>Grant Manual</u>, which provides basic information on policies and procedures for grant administration. These documents become, by reference, part of the formal grant contract agreement.

3.4 Application Content

The application consists of the following required parts; any missing part will prevent the application from submission.

A. Project Information Form

Input this information directly into the form in e-grants and it will be used as the cover sheet for the application. You will need:

- Contact information for the Fiscal Agent
- The fiscal agent's federal and state identification numbers
- Contact information for the person/s responsible for programming, financials and contracts
- Brief project description and project's geographic information

B. Narrative (20 points):

Address the following in a three page maximum Word document with ¾" margins, single-spaced and with a 12-point font size. When ready to submit, **upload the narrative as an attachment in e-grants.** The narrative should address the following issues:

- Description of your Pathway to Policing program
- Overview of department and community demographics and definition of nontraditional candidates
- Recruitment and selection process
- Candidate screening and eligibility requirements
- Identification of PPOE training program
- Timeline of training activities and expected POST certification date
- Source of local matching funds

C. Budget (5 Points):

Budget information will be entered directly into e-grants.

- Budget line items may include: Personnel, Payroll Taxes & Fringe, Training and Other Expenses. You do not need to request grant funds in every line item.
- **50% of the total costs** of each line item should be entered as a grant expense and the other 50% must be paid locally and reported as a match expense.
- Include calculations for all budget items.
- Note that source documentation will be required for all items reimbursed

Enter the budget directly into e-grants. Directions for entering the budget are available in the Application Guide.

D. Organizational Financial Information Form

This Information will be entered into e-grants form.

- Identify past or current OJP Grantee Status
- Provide fiscal agency information
- Upload financial document(s)
 - Certified Financial Audit or Single Audit depending on amount of federal grant funds administered by the fiscal agency
 - Update upload if new audit completed during the grant period
- Check boxes on administrative systems
- Document grant management experience

WHAT AN APPLICATION MUST INCLUDE TO BE FORWARDED FOR REVIEW: (E-grants will not allow the application be submitted if any of these are missing)

- Project Information form must be completed
- Narrative addressing questions listed above must be uploaded

- Budget with calculations included
- Organization Financial Information form

RFP Part 4: Application Review Process

This is a competitive application process. A review committee made up of OJP staff and law enforcement professionals will read and rate applications using a 25-point scale. The reviewers will meet and discuss the proposals and then put forth their recommendations. The Commissioner of Public Safety will make the final funding decisions and award notification will be by email to applicants.

RFP Part 5: Post Award Requirements

- Pre Award Risk Assessment and Financial Review. In accordance with state and federal grant
 management policies it is required to consider a grant applicant's past performance before
 awarding subsequent grants to them.
- Minnesota's Commitment to Diversity and Inclusion in Procurement

 The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

 To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296- 2600 or go to the OEP website.
- **Grant Contract Process.** After being selected for funding, OJP staff will work with the applicant to negotiate a final budget. The formal grant contract consists of the Grant Agreement, the Terms and Conditions, the Program Guidelines, and budget. The Grant Agreement will be initiated, signed by grantee and OJP, and once fully executed it is then a legally binding agreement. Grant agreements not signed within 30 days of receipt may be canceled.
- Progress Reporting. Grantees will be required to submit one final report with the POST number for each candidate and supporting documentation.
- **Grant Payments.** This is a cost reimbursement grant. Grantees will only be paid for eligible expenses that are incurred and are consistent with the negotiated budget.
- OJP Grant Manual. Grantees, grantee subgrants and contracts agree to follow the OJP Grant Manual as part of the application process. The manual is a resource for how our office

2023 PATHWAY TO POLICING GRANTS RFP

manages grants and covers topics such as grant administration policies, program modification policies, general accounting requirements, etc. <u>OJP Grant Manual</u>

RIGHT OF CANCELLATION

The State reserves the right to cancel this solicitation if it is considered to be in its best interest. The State reserves the right to negotiate modifications to the application or to reject any and all applications received as a result of this Request for Proposals. The State does not intend to award a grant contract solely on the basis of any response made to this request, or pay for information solicited or obtained.

REQUEST FOR COUNCIL ACTION

Date: February 27, 2023 Item No.: 10.h

Department Approval

City Manager Approval

Janue Gundrach

Item Description: Authorize Mayor and City Manager to execute a Professional Services

Agreement with the Saint Paul Area Chamber of Commerce and a Cooperative Funding Agreement with the cities of Maplewood and St. Paul regarding

continued funding of the Rice & Larpenteur Alliance

BACKGROUND

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Dating to the summer of 2016, the City has been actively engaging with the cities of Maplewood and

- 3 St. Paul, along with Ramsey County, regarding revitalizing and re-envisioning the Rice Street and
- 4 Larpenteur Avenue corridor. Since then, the cities and County commissioned a Rice and Larpenteur
- Area Visioning Plan, which was accepted in 2018. To begin implementation of that plan, the cities
- and County sought Requests for Proposals in early 2019, ultimately selecting the Saint Paul Area
- 7 Chamber of Commerce (SPACC) to provide consulting services surrounding implementation of the
- 8 Vision Plan through creation of the Rice & Larpenteur Alliance.
- 9 The Rice & Larpenteur Alliance fiscal year runs from April to March. The Professional Services
- Agreement (Attachment A) provides funding to SPACC for professional services to run the Rice &
- Larpenteur Alliance. Since Roseville serves as the fiscal agent to the Alliance, the Cooperative
- Funding Agreement (Attachment B) is with the cities of St. Paul and Maplewood, who provide their
- Alliance funding to the City of Roseville, who uses it, coupled with City funds, to pay for SPACC's
- 14 professional services.
- Prior City Council authorizations of these agreements include:
 - February 14, 2022: City Council authorized agreements for funding the Alliance for a fourth year (April 2022 thru March 2023).
 - February 8, 2021: City Council authorized agreements for funding the Alliance for a third year (April 2021 thru March 2022).
 - March 9, 2020: City Council authorized agreements for funding the Alliance for a second year (April 2020 thru March 2021).
 - April 22, 2019: City Council authorized agreements for funding the Alliance for its first year (April 2019 thru March 2020).
 - Moving into the fifth year, the Alliance will continue on with its current structural model whereby SPACC provides professional services to the Alliance. City staff seeks authorization to enter into the necessary contracts to fund the fifth year. Exhibit A to the Professional Services Agreement consists of a Work Plan. The final Work Plan will be affirmed during the Alliance's annual meeting, which is scheduled for February 28th.

POLICY OBJECTIVE

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The services provided by the Alliance are broad and align with nearly all of the City's adopted Community Aspirations. Additionally, the corridor of Rice and Larpenteur that borders southeast Roseville was originally identified in the City's Policy Priority Plan in 2016 as an Economic Development Strategic Initiative.

BUDGET IMPLICATIONS

The City of Roseville's cost for the fifth year remains at \$40,000. The EDA's 2023 approved budget included \$40,000 for implementation efforts of the Rice and Larpenteur Alliance. The Alliance has approved a Strategic Fundraising Framework for years 2020-2024. That plan forecasts decreases in municipal funding thru 2024, with the idea that grant funding and other in-kind support will ramp-up in future years. These *forecasted* reductions equate to the following future year budget implications (approximations):

Funder*	2022	2023	2024
Roseville	\$30,000	\$20,000	\$11,000
St. Paul	\$45,000	\$30,000	\$17,000
Maplewood	\$6,000	\$4,000	\$2,000

^{*}Ramsey County is providing funding through various grants

The economic climate, post-pandemic, continues to create an uncertain fundraising climate. As such, like in 2021 and 2022, it is not expected that fundraising efforts will produce enough funds to make-up for the forecasted municipal funding reductions. Therefore, funding for 2023 remains at the 2021 funding level of \$40,000. As 2023 unfolds, staff will work the Alliance's Executive Director to determine if/when the scheduled reductions in municipal funding can be resumed in future years.

RACIAL EQUITY IMPACT SUMMARY

The Alliance serves southeast Roseville. BIPOC representation in the census track serving southeast Roseville is 41.5%, compared to the overall City BIPOC representation of 26.6% (source: MySidewalk). Southeast Roseville also serves many BIPOC businesses.

STAFF RECOMMENDATION

Authorize the Mayor and City Manager to execute a Professional Services Agreement with SPACC and a Cooperative Funding Agreement with the cities of Maplewood and St. Paul.

REQUESTED COUNCIL ACTION

Authorize the Mayor and City Manager the execute a Professional Services Agreement with SPACC and a Cooperative Funding Agreement with the cities of Maplewood and St. Paul.

Prepared by: Janice Gundlach, Community Development Director, 651-792-7071

Attachments: A: Professional Services Agreement

B: Cooperative Funding Agreement

1 2 3 4 **Standard Agreement for Professional Services** 5 6 7 8 9 10 11 This Agreement ("Agreement") is made on the day of February, 2023, between the City of Roseville, a municipal corporation (hereinafter "City"), and the Saint Paul Area Chamber 12 13 of Commerce, a Nonprofit Corporation (hereinafter "Consultant"). 14 15 **Preliminary Statement** 16 17 The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or 18 19 corporations providing such services enter into written agreements with the City. The purpose of 20 this Agreement is to set forth the terms and conditions for the performance of professional 21 services by the Consultant. 22 23 The City and Consultant agree as follows: 24 25 Scope of Work Proposal. The Consultant agrees to provide the professional services 1. 26 shown in Exhibit "A" attached hereto ("Work") in consideration for the compensation set 27 forth in Provision 3 below. The terms of this Agreement shall take precedence over and 28 supersede any provisions and/or conditions in any proposal submitted by the Consultant. 29 30 2. Term. The term of this Agreement shall be from March 2, 2023-March 1, 2024 the date 31 of signature by the parties notwithstanding. 32 33 Compensation for Services. The City agrees to pay the Consultant the compensation 3. 34 described in Exhibit B attached hereto for the Work, subject to the following: 35 36 A. Any changes in the Work which may result in an increase to the compensation due 37 the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval. 38 39 40 B. Third party independent contractors and/or subcontractors may be retained by the 41 Consultant when required by the complex or specialized nature of the Work when 42 authorized in writing by the City. The Consultant shall be responsible for and shall 43 pay all costs and expenses payable to such third party contractors unless otherwise 44 agreed to by the parties in writing. 45

C. In the event the Consultant pursues grant funding in support of the Alliance as described in Exhibit A, the Consultant shall not undertake any activities pursuant to such grant funding without the written consent of the Alliance. The Consultant will assume all administrative tasks associated with such awarded grants.

4. *City Assistance*. The City agrees to provide the Consultant with the following assistance concerning the Work to be performed hereunder:

A. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably able, the City shall provide access to and make provisions to enable the Consultant to enter upon public and private land and property as required for the Consultant to perform and complete the Work.

B. The City shall furnish the Consultant with a copy of any special standards or criteria promulgated by the City relating to the Work, including but not limited to design and construction standards that is needed by the Consultant in order to prepare for the performance of the Work.

 C. A person shall be appointed to act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement.

5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an invoice for Work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

A. Staffing and associated expenses for the management of the Alliance pursuant to Exhibit A will be billed in equal installments. The Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the Agreement, current billing, past payments and unexpended balance due under the Agreement.

 B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:

A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon Consultant of written notice from the City of such suspension.

B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.

6. **Project Manager and Staffing.** The Consultant has designated Kim O'Brien ("Project Contacts") to perform and /or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. Consultant may not remove or replace Project Contracts without the prior approval of the City.

7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.

8. Audit Disclosure. Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.

9. Termination. This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth on page 1, a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If however, the City terminates the Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have, retain another consultant to undertake or complete the Work to be performed hereunder.

142

143 10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the Alliance, to include designated representative(s) from the City. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.

148

11. *Independent Consultant.* At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.

152

153 12. Non-Discrimination. During the performance of this Agreement, the Consultant shall 154 not discriminate against any person, contractor, vendor, employee or applicant for 155 employment because of race, color, creed, religion, national origin, sex, marital status, 156 status with regard to public assistance, disability, sexual orientation or age. 157 Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all 158 159 qualified applicants will receive consideration for employment. The Consultant shall 160 incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for 161 Work done under this Agreement, and will require all of its subcontractors performing 162 such Work to incorporate such requirements in all subcontracts for the performance of 163 the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act 164 165 of 1964, and the Americans with Disabilities Act of 1990.

166

167 13. Assignment. The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.

169

170 14. *Services Not Provided For.* No claim for services furnished by the Consultant not specifically provided for herein shall be paid by the City.

172

173 15. Compliance with Laws and Regulations. The Consultant shall abide with all federal, 174 state and local laws, statutes, ordinances, rules and regulations in the performance of the 175 Work. The Consultant and City, together with their respective agents and employees, 176 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any 177 178 violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the 179 Work to be performed shall constitute a material breach of this Agreement and entitle the 180 City to immediately terminate this Agreement.

181

182 16. *Waiver*. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

185 17. Indemnification. The Consultant agrees to defend, indemnify and hold the cities of 186 Roseville, Maplewood, and Saint Paul, their respective Councils, officers, agents and 187 employees harmless from any liability, claims, damages, costs, judgments, or expenses, 188 including reasonable attorney's fees, resulting directly or indirectly from a negligent act 189 or omission (including without limitation professional errors or omissions) of the 190 Consultant, its agents, employees, and/or subcontractors pertaining to the performance of 191 the Work provided pursuant to this Agreement and against all losses by reason of the 192 failure of said Consultant to fully perform, in any respect, all of the Consultant's 193 obligations under this Agreement.

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18. *Insurance*.

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A. General Liability. Prior to starting the Work, the Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Consultant or by any subcontractor of the Consultant, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or required by law. Except as otherwise stated below, the policies shall name the cities of Roseville, Maplewood, and Saint Paul as additionally insured for the Work provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

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B. The Consultant shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:

210211212

Worker's Compensation: Statutory Limits

213
214 Employer's Liability \$500,000 each accident
215 (Not needed for \$500,000 disease policy limit
216 Minnesota based \$500,000 disease each employee
217 Consultant):

218 219

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221222

Commercial General Liability: \$1,000,000 per occurrence \$2,000,000 general aggregate

\$2,000,000 Products – Completed Operations

Aggregate

\$100,000 fire legal liability each occurrence

\$5,000 medical expense

223224225

226 Comprehensive Automobile

227 Liability: \$1,000,000

\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owed

vehicles.

229230

Revised 2/22/2025
C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISC form CG 0001, and shall include the following:
233 234 a. Personal injury with Employment Exclusion (if any) deleted;
235 a. Fersonal injury with Employment Exclusion (if any) defeted,
b. Broad Form Contractual Liability coverage; and
237
c. Broad Form Property Damage coverage, including Completed Operations.
239
240
D. Professional Liability Insurance. The Consultant agrees to provide to the City a
certificate evidencing that it has in effect, with an insurance company in good
standing and authorized to do business in Minnesota, a professional liability insurance
policy. Said policy shall insure payment of damage for liability arising out of the
performance of professional services for the City, in the insured's capacity as the
Consultant, if such liability is caused by an error, omission, or negligent act of the
insured or any person or organization for whom the insured is liable. Said policy
shall provide an aggregate limit of 2,000,000
249
E. Consultant shall maintain in effect all insurance coverages required under this
Provision 18 at Consultant's sole expense and with insurance companies licensed to
do business in the state in Minnesota and having a current A.M. Best rating of no les
253 than A-, unless otherwise agreed to by the City in writing. In addition to the
requirements stated above, the following applies to the insurance policies required
255 under this Provision:
256
a. All policies, except the Professional Liability Insurance policy, shall be written or
an "occurrence" form ("claims made" and "modified occurrence" forms are no
259 acceptable);
260
b. All policies, except the Professional Liability Insurance and Worker's
Compensation Policies, shall contain a waiver of subrogation naming "the City o
Roseville";
264
c. All policies, except the Professional Liability Insurance and Worker's
Compensation Policies, shall name "the City of Roseville" as an additional
insured;

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d. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and

e. All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 18, must be filed with City prior to the start of Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this Provision 18.

run.

F. If Consultant fails to provide the insurance coverage specified herein, the Consultant will defend, indemnify and hold harmless the cities of Roseville, Maplewood, and Saint Paul, their respective Councils, officers, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Consultant, its contractors, subcontractors, agents, employees or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have

If a claim arises within the scope of the stated indemnity, the City may require Consultant to:

- a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from Consultant's insurance company.

Consultant will take the action required by the City within fifteen (15) days of receiving notice from the City.

19. *Ownership of Documents.* All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Consultant may retain copies of such documents

as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Consultant for such use. The Consultant shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

327

Annual Review. Prior to each anniversary of the date of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.

335

Conflicts. No salaried officer or employee of the City and no member of the Board of the
 City shall have a financial interest, direct or indirect, in this Agreement. The violation of
 this provision shall render this Agreement void.

339

340 22. *Governing Law.* This Agreement shall be controlled by the laws of the State of Minnesota.

342

343 23. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

345

346 24. **Severability**. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

349

350 25. Entire Agreement. Unless stated otherwise in this Provision 25, the entire agreement of 351 the parties is contained in this Agreement. This Agreement supersedes all prior oral 352 agreements and negotiations between the parties relating to the subject matter hereof as 353 well as any previous agreements presently in effect between the parties relating to the Any alterations, amendments, deletions, or waivers of the 354 subject matter hereof. provisions of this Agreement shall be valid only when expressed in writing and duly 355 signed by the parties, unless otherwise provided herein. The following agreements 356 357 supplement and are a part of this Agreement: None

ATTACHMENT A

Revised 2/22/20232

359	IN WITNESS WHEREOF, the under	ersigned parties have entered into this Agreement as
360	of the date set forth above.	
361		
362		
363		CITY OF ROSEVILLE
364		
365		
366		
367		Mayor
368		
369		
370		
371		City Manager
372		
373		
374		SAINT PAUL AREA CHAMBER OF
375		COMMERCE
376		
377		
378		By:
379		
380		Its:
381		
382		
383		

ATTACHMENT A

Revised 2/22/20232

384	
385	EXHIBIT A
386	

Rice and Larper	nteur Alliance			
2023-2024 Work Plan		Plan is subject to direction from Alli	-	
Draft January 13, 2023			direction from Alliance leadership.	
Goal 1: Maintain organizati	onal integrity of the Rice & Larpenteur Alliance			
Oversight Committee	Key Action Steps	Est. Completion	Complete	
	Adopt Annual Work Plan and Annual Budget	Mar-1		
	Report to City Councils and County Board (if requested)	Apr-1		
5 1' C'11	Manage Website and Social Media Accounts	Ongoing		
Executive Committee	Publish quarterly newsletters Plan and Staff Read and Committee Meetings (Agandes Minutes Reports)	Ongoing		
	Plan and Staff Board and Committee Meetings (Agendas, Minutes, Reports) Manage and review SPAC contract and staff performance	Ongoing Dec-31		
	Publish 2023 Annual Report	Mar-1		
Goal 2: Raise funds sufficie	nt to execute programming goals			
versight Committee	Key Action Steps	Est. Completion	Complete	
	Secure 2023-24 Municipal Contract	Mar-1		
	Secure General Operations Grants from St Paul and Minnesota Foundation and F.R. Bigelow Foundation	Jan-1		
Executive Committee	Create Fundraising Appeal and Sponsorship Program to increase corporate and individual giving	Mar-1		
	Apply for grants for 2022-2023 operating support and programs	Dec-31		
	Follow guidelines for reporting and recognition of grants and donations	Ongoing		
	Engage municipal partners to establish contract funding for 2024-25 and beyond	Dec-31		
ioal 3: Support vision plan	redevelopment and transportation goals and focus on retention and expansion of existing neighborhood bus	inesses		
Oversight Committee	Key Action Steps	Est. Completion	Complete	
	Monitor Rice Street reconstruction plans and serve as a conduit of information to community	Feb-28		
	Support the preparation for Bus Rapid Transit - G Line - with Metro Transit	Feb-1		
	Work with TAB to establish RLA role in redevelopment, create database of property and resources	Jun-1		
Foon one in Mitality	Launch a BRE visit and survey program specific to the neighborhood	Jun-1		
Economic Vitality	Work with individual property owners and businesses to support development in line with Vision Plan	Ongoing		
	Create minimum of one business committee networking and information event Support Rice Street Gardens in their goal to purchase permanent community garden space. Support addition	Dec-1		
	of affordable housing on the SPRWS site.	Ongoing		
	Manage the Critical Corridors grant program including business micro-grants	Ongoing		
Goal 4: Create vibrant com	munity events that demonstrate new uses of space and connect people and opportunities			
versight Committee	Key Action Steps	Est. Completion	Complete	
	Plan Annual Community Gathering event	Mar-31		
	Plan Spring Clean-Up event	Apr-30		
	Plan Summer Block Party	Aug-30		
Community Events	Plan Community In Bloom event	May-31		
	Plan Winter Warm-Up event Create robust and sustainable event sponsorship program	Dec-31		
	Manage vendors and volunteers	Ongoing Ongoing		
	Manage event promotion and outreach	Ongoing		
oal 5: Improve neighborh	ood environment, identity, safety, and connectedness	- Chigothia		
versight Committee	Key Action Steps	Est. Completion	Complete	
	Install Gateway Monunment Sign at Rice & Larpenteur	Apr-1		
	Install additional neighborhood and wayfinding signage, funded through Critical Corridors grant program	Dec-31		
	Add trees, gardens, planted boulevards, etc. to green the neighborhood	Dec-31		
Neighborhood Livability	Maintain agreements with businesses for maintenance of garbage and recycling bins	Ongoing		
	Make space for collaboration of public safety agencies; provide timley communication on safety incidents	Ongoing		
	Create and support RLA Youth Ambassadors Internship Program	Aug-31		
	Promote and identify candidates for BizRecyling and Organics grants/service	Dec-31	1	

ATTACHMENT A Revised 2/22/20232

387
388
EXHIBIT B
389
Cooperative Funding Agreement

COOPERATIVE FUNDING AGREEMENT RICE ST AND LARPENTEUR AVE GATEWAY ALLIANCE CONSULTING SERVICES

THIS COOPERATIVE FUNDING AGREEMENT is between the City of Maplewood, the City of St. Paul and the City of Roseville (collectively referred to as "Collaborative Agency Partners" or "Parties" and individually as "Collaborative Agency Partner" or "Party") as of the last date of signature of the parties below.

WHEREAS, the Collaborative Agency Partners border each other in an area approximately located at the intersection of Rice Street and Larpenteur Avenue in Ramsey County, Minnesota ("Border Area");

WHEREAS, the Collaborative Agency Partners have a mutual interest in identifying critical redevelopment and reinvestment opportunities within the Border Area and across municipal boundaries;

WHEREAS, the Collaborative Agency Partners individually adopted the Rice and Larpenteur Gateway Area Vision Plan ("Visioning Plan") in 2018;

WHEREAS, each Collaborative Agency Partner has contributed financial support to fund the professional services necessary to build a Rice and Larpenteur Alliance to execute the Visioning Plan;

WHEREAS, the Collaborative Agency Partners issued a Request for Proposals for consulting services to begin implementation of the Visioning Plan on January 7, 2019; and

WHEREAS, the Collaborative Agency Partners interviewed finalists on February 12, 2019 and unanimously selected the Saint Paul Area Chamber of Commerce to lead the implementation phase of the Visioning Plan; and

WHEREAS, the Saint Paul Area Chamber of Commerce has adequately performed duties assigned between March 2019 and March 2023, and

WHEREAS, the Collaborative Agency Partners unanimously agree to renew the contract with the Saint Paul Area Chamber of Commerce for March 2, 2023-March 1, 2024, and

WHEREAS, the Collaborative Agency Partners desire to centralize the funding of such professional services to the Saint Paul Area Chamber of Commerce through a Contract Manager; and,

WHEREAS, the Collaborative Agency Partners desire to memorialize in writing their respective obligations through this Cooperative Funding Agreement.

NOW, THEREFORE, intending to be bound by the mutual promises and obligations contained herein, the parties hereby agree as follows:

- 1. <u>Contract Manager.</u> The City of Roseville shall serve as the Contract Manager for the purposes of this Agreement and hereby agrees to the following obligations:
 - A. The Contract Manager shall solicit, execute, and manage a Professional Services Agreement with the Saint Paul Area Chamber of Commerce to continue implementation of the Visioning Plan.
 - B. Prior to execution of such Professional Services Agreement, the Contract Manager shall consult with representatives of each Collaborative Agency Partner to determine the appropriate desired scope of services, identity of the design firm, and material contractual terms.
 - C. Disburse payments to the Saint Paul Area Chamber of Commerce from funds collected pursuant to Section 2 below in an amount not to exceed \$125,000.
- **2.** <u>Financial Contributions.</u> The Collaborative Agency Partners shall each contribute financial support to satisfy contractual fees and expenses incurred by the Professional Services Agreement referenced in Section 1 above. Such financial support shall be proportionate to the following methodology:

- A. The City of Saint Paul shall contribute \$75,000.00 (60%).
- B. The City of Maplewood shall contribute \$10,000.00 (8%).
- C. The City of Roseville shall contribute \$40,000.00 (32%).

Each Collaborative Agency Partner shall remit its proportional financial contribution to the Contract Manager no later than March 31, 2023.

In the event total contractual disbursements pursuant to the Professional Services Agreement under Section 1 result in unused funds, such remaining amount shall be refunded to the Collaborative Agency Partners in the same proportional methodology as their financial contributions.

In the event total contractual disbursements pursuant to the Professional Services Agreement under Section 1 result in the Collaborative Agency Partners contributing additional financial support, an amendment to this agreement and the Professional Services Agreement shall occur.

- 3. <u>Indemnification.</u> Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each Party will be responsible for its own acts and omissions and those of its officers, agents and employees with respect to any claims, lawsuits, attorney fees or expenses for personal or property damages, losses or injuries, resulting from any activities undertaken pursuant to this Agreement. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each is entitled to by law.
- 4. <u>Liability Limitations</u>. It is understood and agreed that the Parties' liability shall be limited by the provisions of Minnesota Statutes, chapter 466, and/or other applicable law. The hold harmless provision of this Agreement does not constitute a waiver by any Party of any limitations on liability provided under Minnesota Statutes, section 466.04, as amended. To the fullest extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a) as amended. Each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Parties. Each Party agrees to promptly notify the other Parties if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, involving or reasonably likely to involve the other Parties, and arising out of acts or omissions related to this Agreement.
- **5.** Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- **6.** Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by all Parties.
- 7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Ramsey County, Minnesota.
- **8.** Government Data/Privacy. Each Party, its employees, officials and agents, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.
- 9. <u>Waiver</u>. The waiver by any Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

10. <u>Notices</u>. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

To Roseville: City of Roseville

2660 Civic Center Drive Roseville, MN 55113

To Maplewood: City of Maplewood

1830 County Road B East. Maplewood, MN 55109

To Saint Paul: City of Saint Paul

15 Kellogg Boulevard West Saint Paul, MN 55102

Attn: PED

- 11. <u>Savings Clause</u>. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect and each remaining term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted.
- 12. <u>Counterparts.</u> The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
- 13. Electronic Signatures. The Parties agree that the electronic signature of a Party to this Agreement shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Agreement. The Parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any Party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.
 - 14. Effective Date. This Agreement is effective on the date last executed by one of the Parties below.

CITY OF ROSEVILLE

Its: Date:

IN WITNESS WHEREOF, the City of Roseville, as to role of Contract Manager, and Collaborative Agency Partners have caused this Cooperative Funding Agreement to be executed by their duly authorized representatives.

By: Dan Roe Its: Mayor Date: By: Patrick Trudgeon Its: City Manager

ATTACHMENT B

CITY OF SAINT PAUL	
Approv	ved as to form:
Assista	ant City Attorney
By:	
Its: Date:	Mayor / Deputy Mayor
By:	
_	John McCarthy
Its: Date:	Director, Office of Financial Services
CITY OF MAPLEWOOD	
By:	
	Marylee Abrams
Its:	Mayor
Date:	
By:	
-	Melinda Coleman
Its:	City Manager
Date:	



Date: February 27, 2023 Item No.: 10.i

Department Approval

City Manager Approval

Tam / Trugen

letth 2. John

Item Description: Approve July 4th Fireworks Display Agreement

BACKGROUND

- 2 On July 4 each year as a part of Rosefest, a full daylong community celebration takes place in Roseville
- 3 Central Park. It is a time for the entire community to come together, celebrate community, have fun
- and engage. The day culminates with a fireworks display that entertains more than 20,000 people.
- Enclosed is a proposed agreement with J & M Display, Inc. to provide the fireworks display. This
- agreement has been reviewed by the City Attorney.

7 POLICY OBJECTIVE

8 To provide a safe and enjoyable community gathering event for Roseville.

9 **BUDGET IMPLICATIONS**

- The 2023 Parks and Recreation adopted budget amount for the fireworks display is \$17,000. The actual
- proposed agreement is for \$20,000. The additional \$3,000 will be funded through community
- 12 donations.

13 RACIAL EQUITY IMPACT SUMMARY

- There is no immediately identified equity impact. July 4th Party in the Park is a free event that is
- open to all Roseville residents.

16 STAFF RECOMMENDATION

- Based on the policy objective and a high level of interest and participation in this event, staff
- recommends approval of the attached agreement.

19 REQUESTED COUNCIL ACTION

- Motion authorizing the Mayor and City Manager to sign the attached agreement with J & M Display,
- Inc. to perform the 2023 fireworks display.

Prepared by: Matthew L. Johnson, Parks and Recreation Director

Attachments: A: Fireworks Agreement

AGREEMENT

This Agreement is made this 27 day of February 2023, between City of Roseville, Ramsey County, Minnesota, ("City") and J&M Displays, Inc, 9405 River Road SE, Clear Lake, Minnesota, ("Contractor").

WITNESSETH:

WHEREAS, the City desires to provide a fireworks display for the 4th of July; and

WHEREAS, the Contractor is capable of fulfilling this need by rendering pyrotechnic expertise;

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. DUTIES OF THE CONTRACTOR

- 1. The Contractor for and in consideration of the sum of Twenty Thousand Dollars (\$20,000.00), including tax, to be paid hereinafter set forth, agrees to furnish the City one fireworks display, as outlined in the attached "Exhibit A," and by this reference made a part hereof, including the services of the Contractor's expert operators to be in full charge and to fire said display to be given on the evening of July 4, 2023, at Central Park, located in Roseville, Ramsey County, Minnesota, weather permitting.
- 2. Upon arrival at the shoot site on July 4, 2023, the Contractor must furnish the City with a shell inventory form outlining the specific quantities and sizes of each shell type that have been brought to the site. The Contractor must comply with the City requests to verify the sizes and counts of shells brought by the contractor.
- 3. Following the shoot, a shell count shall be conducted and any unused shells shall remain the property of the City to be stored by the Contractor. The Contractor agrees to furnish all equipment and all personnel necessary to set-up and shoot the fireworks display. The Contractor agrees to scan the designated shoot site for paper or garbage left from the display or its operators before departing the site.
- 4. The Contractor agrees to abide by safety standards and procedures as required by the City and as established by the American Pyrotechnic Association and the State of Minnesota.
- 5. The Contractor agrees to provide safety equipment for the crew including, but not limited to fire extinguishers, hearing plugs, hard hats, eye goggles, cotton coverings and First Aid supplies.
- 6. The Contractor shall obtain Fire Marshal permit from the City of Roseville for the fireworks display, complying with all additional requirements set forth by the City Fire Marshal.

- 7. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- 8. The Contractor agrees that in order to protect itself and the City under the indemnity provision set forth herein, it will at all times during the term of this Agreement, keep in force policies of insurance as indicated in this contract.

The insurance protection will have the following limits:

- A. Comprehensive Casualty General Liability;
 - (1) Bodily Injury (including completed operations and products liability);
 - (2) Property Damage Liability Insurance will provide explosion, Collapse and Underground coverages where applicable;
 - (3) Personal Injury, with employment exclusion deleted: \$5,000,000.00 Combined Single Limits
- B. Comprehensive Automobile Liability:
 - (1) Bodily Injury

\$500,000.00 Each Person \$1,000,000.00 Each Occurrence

(2) Property Damage

\$100.000.00 Each Occurrence

C. Workers' Compensation coverage:

The Contractor further agrees to name the City as additional insured in said insurance policies and to provide a certificate of said insurance to the City prior to commencing work. The Contractor agrees to notify the City twenty-five (25) days prior to cancellation or a change in any if the aforementioned insurance policies.

II. DUTIES OF THE CITY

- 1. The City agrees to furnish, at its cost, to the Contractor, sufficient space for the same and proper presentation of the fireworks display and all necessary Police protection, to provide the necessary perimeters for restricting the public from gaining access to the shoot site.
- 2. Upon execution of the terms of this Agreement, following the fireworks display on the night of July 4, 2023, payment shall be made in full by the City within two weeks.

III. MISCELLANEOUS

- 1. The parties agree that should inclement weather prevent the fireworks display from occurring on July 4, 2023, the fireworks display will be rescheduled to a mutually agreed upon date within twelve (12) months.
- 2. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The contractor and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, any and all personnel required in performing services under this Agreement. Personnel, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not be considered employees of the City, and any and all claims that might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City, and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of nay determination of any pertinent tribunal, agency, board, commissions or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.
- 3. The Contractor shall defend, indemnify and old harmless the City, its officials, employees and agents, from any and all claims causes of actions, lawsuits, damages, losses or expenses, including attorney's fees, arising out of or resulting from the contractor's (including its officials, employees or agents) performance of the duties under this Agreement.
- 4. Any amendments to this Agreement shall be in writing and executed by the parties in the same manner as this Agreement.
- 5. This Agreement shall be interpreted under the laws of the State of Minnesota.
- 6. The parties mutually and severally guarantee the terms, conditions, and payments of the Agreement which shall be binding upon the parties, heirs executors, administrators, successors and assigns.
- 7. This Agreement shall not be assignable except at the written consent of the City.

8. This Agreement represents the entire agreement between the City and the Contractor and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, and amendments, addenda, alterations or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties. Should any provision of this Agreement be deemed null, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full form and effect.

IN WITNESS WHEREOF, the parties have set their hands this 27 day of February, 2023.

CITY OF ROSEVILLE

By:
Pat Trudgeon, City Manger
By:
Daniel Roe, Mayor
AS TO FORM
By:
J&M DISPLAYS, INC.
By:
By: J&M DISPLAYS, INC.



Date: February 27, 2023 Item No.: 10.j

Department Approval

City Manager Approval

8050

Item Description: Consider Approval of a Partnership with People Incorporated to Expand

Mental Health Services

BACKGROUND

The Roseville Police Department (RPD) requests to enter into an agreement with People Incorporated to

- expand the services provided to individuals needing crisis intervention and mental health support.
- 4 Too many people with behavioral health issues encountered by law enforcement continue to struggle without
- adequate treatment or are arrested and/or incarcerated because they cannot access adequate community-based
- 6 services. Roseville Police Department, like many others locally and across the country, has seen a significant
- 7 increase in the number of crisis calls over the last decade. Since 2020, the Roseville Police Department has
- seen a 50% increase in mental health related calls. The CDC estimates that 1 in 5 Americans will experience
- a mental illness in given year and 1 in 25 Americans live with a serious mental illness.
- In 2021, the Roseville City Council approved entering into a three year partnership with Ramsey County to
- embed two county social workers at RPD. The two social workers work alongside RPD's Community Action
- Team to provide stabilization and follow up support for people experiencing a mental health crisis. Ramsey
- County agreed to fund the first position and Roseville funded the second position utilizing American Rescue
- 14 Plan Act (ARPA) funds.
- Over the past years, the landscape of embedded social workers has been evolving, with co-response now the
- gold standard. RPD has been working with Ramsey County on moving towards a co-response model, where
- 17 county social workers are paired with law enforcement officers in responding to calls that involve people who
- are having either a mental health crisis or have other health or social service needs. As we transition to a co-
- response model, it will leave less time for the social workers to provide follow up support, with their primary
- 20 time spent on immediate crisis stabilization in the field.
- The People Incorporated mental health outreach worker would be the next step in the continuum of care,
- 22 providing follow up support and connecting families with the appropriate resources. Although crisis
- stabilization is crucial, it also is important that individual and families have support and case management in
- place to ensure long term stabilization. The mental health outreach worker would be embedded in the police
- department, collaborating with our Community Action Team and the embedded socials workers.
- 26 Under the agreement with People Incorporated, they would fund 50% of the embedded outreach position
- 27 through grant funding (\$50,000 a year for two years). The Roseville Police Department seeks to utilize
- ARPA dollars to fund the remaining 50% of the position (not to exceed \$50,000 per year for two years).
- There is no city obligation to fund the position at the end of the two year agreement.
- At the end of the pilot with both People Incorporated and Ramsey County (2025), the Roseville Police
- Department will evaluate and determine the needs of our community moving forward. We also will be

continuing to explore additional funding sources beyond 2025 for mental health workers and embedded social workers, including county, state and federal grants.

POLICY OBJECTIVE

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- 35 The Roseville Police Department seeks to expand the services available to individuals needing crisis
- intervention and mental health support. The embedded mental health outreach worker will help ensure
- individuals and families have follow up support and case management in place to ensure long term
- stabilization. The mental health worker will collaborate with and work alongside RPD's Community Action
- 39 Team and Ramsey County Embedded Social Workers. Expanding mental health services advances the City's
- 40 community aspiration of being physically and mentally well.

RACIAL EQUITY IMPACT SUMMARY

- 42 Minnesota has significant health disparities among populations of color, American Indians, LGBTQ people,
- immigrants, refugees, active military and veterans, and other cultural groups. These populations have shorter
 - life spans and higher incidence of chronic illnesses including mental illnesses. According to the MN DHS
- Mental Health Task Force Report to the Governor "the social determinants of health help explain why diverse
- cultural communities often experience below average mental health outcomes. A recent report by MDE
- explains that disparities—population-based differences in health outcomes—are intricately linked with
- social, economic, and environmental conditions. Living in poverty has the most measurable effect on the rates
- of mental illness. People in the lowest strata of income, education, and occupation are about two to three
- 50 times more likely than those in the highest strata to have a mental disorder. Moreover, structural racism,
- intergenerational trauma, and genocide have lasting effects on people and cultures, leading to disparities that
- are reproduced generation to generation."
- This initiative seeks to disrupt the disparities that exist by expanding mental health services available to those
- who are experiencing a mental health crisis.

STAFF RECOMMENDATION

- Approve the agreement with People Incorporated to expand mental health services. The agreement has been reviewed by the Roseville City Attorney.
 - reviewed by the Roseville City Attorney

REQUESTED COUNCIL ACTION

- Approve the agreement with People Incorporated to expand mental health services in the Roseville
- 60 community.

Prepared by: Erika Scheider, Chief of Police

Attachments: A: Agreement with People Incorporated

COLLOCATION OF MENTAL HEALTH SERVICES AGREEMENT

This AGREEMENT, entered into this day of February 15, 202_3, by and between City of Roseville, Minnesota, a Minnesota municipal corporation (hereinafter the "City") and People Incorporated, a Minnesota nonprofit corporation (hereinafter "People Incorporated" or "People").

RECITALS:

WHEREAS, the City operates a Police Department known as the Roseville Police Department (hereinafter the "Police Department"); and

WHEREAS, from time-to-time, individuals interacting with the Police Department may require mental health therapy and support services from licensed and experienced mental health professionals in order to address their social, emotional and behavioral needs (the "Mental Health Services");

WHEREAS, the Police Department does not provide Mental Health Services, but does interact with and refer individuals in need of Mental Health Services to other agencies who do offer such services; and

WHEREAS, People Incorporated is in the business of providing Mental Health Services in order to improve the mental health and social functioning of individuals;

WHEREAS, People Incorporated has entered into a grant agreement with Medica for the expansion of Mental Health Professionals embedded with local law enforcement (the "Program"); and

WHEREAS, in order to enhance the process of referring and facilitating services for individuals who may require Mental Health Services, the Police Department desires to make available a portion of the office space in their administrative building for use by People Incorporated in furtherance of the Program during certain regular hours on selected days and times during the week; and

WHEREAS, the parties hereto now desire to enter into an agreement whereby People Incorporated shall use a designated portion of the building for the purpose of providing Mental Health Services and the Program to individuals referred to it in accordance with terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Staffing. People Incorporated shall dedicate one full-time employee (40 hours per week) Mental Health Professional ("MHP") as part of the Program who will provide Mental Health Services at the Police Department, who will be an employee of People Incorporated and not an employee or contractor of Police Department or City.
- 2. *Hours.* The MHP will work 32 hours per week on Services (as defined below) to Police

Department. MHP will be present five days per week, Monday-Friday, beginning no earlier than 7am and ending no later than 6pm. MHP will spend 8 of the 40 hours per week completing training and administrative work.

- 3. Services. The MHP will provide Services which include:
 - Performing case management duties, such as completing referrals and comprehensive evaluations, as well as connecting individuals with mental health resources. MHP will
 - Reaching out to individuals identified by Police Department as being in need of Mental Health Services; or
 - · Riding along with Police Department to assist with individuals in the field.
- 4. **Department Requests.** Police Department will designate specific officers to request Services from MHP. MHP may decline outreach or ride-along requests from Police Department, based on their reasonable assessment of the appropriateness of the request.
- 5. Data Privacy Practices. Both Parties with abide by all public records and privacy laws. Police Department will not request that MHP disclose any individual's protected health information ("PHI") or any information protected by the Health Insurance Portability and Accountability Act, the Minnesota Government Data Practices Act, or other law. Police Department will take proactive measures to avoid access to PHI and will disclose to MHP if PHI is accessed in error. People Incorporated acknowledges that all data provided, produced, or obtained under this Agreement, shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"), and that with regard to such data People's Incorporated must comply with the Act as if it were a government entity.
- 6. Termination of Agreement. Either party hereto may terminate this Agreement by providing thirty (30) days written notice of such intent to the other party pursuant to Paragraph 7 below. The Police Department may terminate this Agreement immediately upon written notice to People Incorporated in the event the Police Department concludes that People Incorporated personnel, or any one of them, has violated a Police Department policy or procedure, violated a law, jeopardized the mental or physical health of individual, has disrupted the work of the Police Department, or if People has committed a breach of this Agreement. Upon termination of the Agreement, People shall remove all of its materials, equipment and records and otherwise vacate the office space provided by Police Department by not later than the close of business of the next business day following the termination date.
- 7. **Notices.** All notices or other communications shall be deemed served when personally delivered or mailed by certified or registered mail, postage prepaid, with proper address as indicated below. Until otherwise provided by the parties hereto, all notices or other communications to each of them shall be addressed as follows:

To the Police Department:

City of Roseville 2660 Civic Center Drive Roseville, MN 55113

To People Incorporated:

People Incorporated Attn: General Counsel 3000 Ames Crossing, Suite 600 Eagan, MN 55121

- 8. Insurance. People warrants and represents that it has acquired, and will maintain during the term of this Agreement, general liability coverage in amounts which meet or exceed the amounts prescribed in Minn. Stat. § 466.04, subd. 1(a) and such policy shall name the City of Roseville as an additional insured party. People warrants and represents that it has acquired, and will maintain, professional malpractice insurance coverage in amounts which meet or exceed the amounts prescribed in Minn. Stat. § 466.04, subd. 1(a) as well as worker's compensation insurance. Within thirty (30) days of the date of execution of this Agreement, People shall provide a certificate of insurance for each such policy to the City of Roseville. People shall also ensure that each such policy of insurance includes a provision that requires the insurers or any one of them to give the City of Roseville thirty (30) days prior written notice of cancellation of any of the aforementioned insurance policies.
- 9. Status of People; Supervision of Employees. People acknowledges and agrees that (1) People is not an agent, servant, or employee of the City pf Roseville or Police Department and that People's authority is specifically limited to the contractual rights and obligations assigned under this Agreement; (2) People shall have no authority to bind the City of Roseville or Police Department for the performance of any services or to otherwise obligate the City of Roseville or Police Department; (3) People, its employees, agents or volunteers shall not be considered, under the provisions of this Agreement or otherwise, as having employee status and, accordingly, People shall be responsible for payment of all compensation, payments, contributions, and any costs related to its employees, volunteers or agents and all taxes, costs and fees arising out of the People's activities under this Agreement; and (4) People shall exercise its own discretion in respect to the performance of its duties under this Agreement. People acknowledges and agrees that it is solely responsible for supervising and directing its employees, volunteers and agents in the provision of all terms of this Agreement including Mental Health Services to individuals.
- 10. *Employee Misconduct; Removal.* People agrees that upon notification that an employee, volunteer or agent of People has violated a law, policy, procedure or requirement People was or reasonably should have been aware of, has jeopardized the mental or physical health of an individual, or has disrupted the service of the City of Roseville or Police Department, People will immediately withdraw such employee, agent or volunteer and will, in a commercially reasonable manner, ensure that there is continuity in services at the Police Service Site.
- 11. Police Department Equivalent Position. Police Department agrees that if it wishes to create an internal position equivalent to the embedded MHP while this agreement is in effect, it will notify People Incorporated as soon as possible. If the contract is ended early due to the creation of such a position and the Police Department hires a People Incorporated staff person who provided services under this agreement into the position, Police Department agrees to pay People Incorporated \$9,000 in damages per each month remaining in the original contract terms.
- 12. Indemnification. People shall defend, indemnify, and hold harmless, the City of Roseville, its officers, agents and employees against any and all loss, liability, damage, or

expense, including any direct, indirect or consequential loss, liability, damage, or expense arising out of or in connection with the performance of the provisions of this Agreement to the extent caused by any intentional, willful, wanton, reckless or negligent conduct of People, its employees, agents or volunteers in carrying out People's obligations under this Agreement. However, indemnification obligations of this section do not apply in the event the claim or cause of action is the sole and direct result of negligent conduct of the City of Roseville, its officers, agents and employees.

- 13. Entire Agreement/Modifications/Applicable Law. This Agreement contains all of the agreements and understandings between the parties and supersedes and replaces any prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.
- 14. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement.
- 15. No Oral Waiver. No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.
- **16.** Counterparts. This Agreement may be executed in one or more identical counterparts, which, when taken together, shall constitute a single Agreement.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date indicated next to the name of the party who signs below.

[Signature Page(s) to follow]

Date: _____

PEOPLE:

Patrick Trudgeon

Its: City Manager